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6.1 RELOCATION ASSISTANCE

Responsibility for the relocation assistance function of the Real Estate Section lies with the Relocation Assistance Unit, under the supervision of the Real Estate Relocation Assistance Officer. This relocation assistance function consists of the effective administration and accomplishment of the Department's Relocation Assistance Program, including statewide compliance with all regulations governing relocation services and payments. The purpose of administering the Relocation Assistance Program is to insure full entitlement and equitable treatment for all persons, businesses, farms and non-profit organizations displaced by DOTD projects. The relocation assistance function is accomplished by various activities including, but not limited to:

- Establishing relocation assistance policies and procedures compatible with Federal, State, local and DOTD laws and regulations;
- Preparing, analyzing and evaluating relocation assistance data;
- Training and directing sufficient staff.

RESPONSIBILITIES:

1. The Real Estate Relocation Assistance Officer will oversee the preparation and necessary updating of the Department's Brochure entitled *Acquisition of Right of Way and Relocation Assistance*, which explains the Relocation Assistance Program and is made available to all displacees.
2. The Real Estate Relocation Assistance Officer will assist the Real Estate District Manager in the preparation of the Public [Hearing Information Scripts](#) that are presented at Public Hearings. The Relocation Assistance Officer may attend such Public Hearings, if circumstances warrant.

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3. The Real Estate Relocation Assistance Officer will review and exercise final approval of all Right of Way Stage Relocation Plans prepared by District personnel.
4. The Real Estate Relocation Assistance Officer will keep abreast of the latest laws and regulations affecting relocation assistance and will provide for updating the Relocation Section of the Real Estate Manual accordingly.
5. The Real Estate Relocation Assistance Officer will inform the Real Estate Administrator of his/her concurrence or disagreement with the recommendation contained in the Relocation Plan regarding the establishment of a project site office.
6. The Real Estate Relocation Assistance Officer will make the final determination concerning eligibility of displaced businesses, farms or non-profit organizations for fixed moving cost (In Lieu) payments, after consultation with District personnel.
7. The Real Estate Relocation Assistance Officer will review displacees' statements and/or letters of dissatisfaction prior to the institution of the formal appeals process.
8. The Real Estate Relocation Assistance Officer will effectively train and direct a sufficient number of Real Estate Agents to provide for statewide compliance with Federal, State, local and DOTD laws and regulations in the administration of the Relocation Assistance Program.
9. The staff of the Relocation Assistance Unit will visit each of the nine Real Estate District Offices to manage relocation activities. The frequency of the visits will be on an as needed basis and to the extent necessary to insure compliance with policies, procedures, laws, and regulations.
10. During the visits to the Districts, the staff of the Relocation Assistance Unit will discuss relocation assistance policies and procedures, specific relocation problems that District personnel

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may be experiencing, and suggestions for possible solutions to problems.

6.2 PURPOSE AND AUTHORIZATION

The purpose hereof is to set forth the basic policies and procedural practices of the Real Estate Section of the Louisiana Department of Transportation and Development in the statewide implementation and administration of the Relocation Assistance Program. The Relocation Assistance Program is administered under the provision of Louisiana Revised Statutes [38:3101 - 3110](#), effective March 2, 1972 and July 15, 1982, allowing compliance with Public Law 91-646, dated January 2, 1971, and entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" as amended. The purpose of the Relocation Assistance Program is to provide an orderly, timely, and efficient relocation of persons and businesses and to supply information about services and payments that are available through the Department and other agencies.

ORGANIZATION:

1. The Real Estate Section of the Department of Transportation and Development is under the administrative supervision of the Real Estate Administrator. The Real Estate Administrator can waive any policy or procedure within the Real Estate Section that is not explicitly mandated by federal or state law or the Code of Federal Regulations. This waiver must be made in writing with a copy to the file to which it pertains. The R.E. Administrative Manager assists the Real Estate Administrator in the administrative function.
2. Reporting directly to the Real Estate Administrative Officer is the Real Estate Relocation Assistance Officer, whose primary responsibility is the administration of the Department's statewide relocation assistance program, as well as the technical relocation assistance supervision and quality control over all individuals involved in relocation assistance activities.
3. Reporting to the Real Estate Relocation Assistance Officer is an adequate staff properly trained in relocation assistance procedures, consisting of at least one Headquarters relocation agents and one relocation agent in each District. Every District

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Real Estate Agent shall be adequately trained in relocation procedures.

4. Under the technical supervision of the Real Estate Administrator are nine Real Estate District Managers and an adequate staff properly trained in the implementation of the Department's relocation assistance program. On each DOTD project with relocation, the Real Estate District Manager will assign one or more members of his/her staff the responsibility of providing relocation assistance to displaced persons in the project, unless the R.E. Project Manager determines that relocation on that project will be handled by the Statewide Gang.

6.3 DEFINITIONS

1. **BUSINESS** Any lawful activity, excepting a farm operation, conducted:
 - a. Primarily for the purchase, sale, and rental of personal property, and/or for the manufacture, processing, or marketing of products, commodities or any other personal property; or
 - b. Primarily for the sale of services to the public; or
 - c. Primarily for outdoor advertising purposes, when the display(s) must be moved as a result of the project, or
 - d. By a nonprofit organization that has established its nonprofit status under applicable Federal and State Law.

2. **COMPARABLE REPLACEMENT DWELLING**

A comparable replacement dwelling is a dwelling that is:

- a. Decent, safe, and sanitary;
- b. Functionally equivalent to the displacement dwelling with particular attention to the number of rooms and living space. Functionally equivalent means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living as the displacement dwelling;
- c. Adequate in size to accommodate the occupants. (See definition for [Habitable Living Space](#) in this section.) As a general rule, unmarried children over the age of ten sharing a bedroom must be of the same gender.
- d. Is in an area that is not subject to unreasonable adverse environmental conditions, is not generally less desirable than the location of the displaced person's dwelling with

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respect to public utilities and commercial and public utilities, and is reasonably accessible to the person's place of employment;

- e. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. If the site does not have attributes found in the displacement dwelling, such as outbuildings, swimming pools, and greenhouses, the costs of adding such attributes shall be added to the purchase price of the comparable.
- f. Currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.
- g. Within the financial means of the displaced person:
 - i. A replacement dwelling purchased by an owner-occupant in occupancy for at least as 180 days prior to initiation of negotiations (180-Day Owner-Occupant) is considered to be within the homeowner's financial means if the homeowner is paid the full price differential, all increased mortgage interest costs, and all incidental expenses.
 - ii. A replacement dwelling rented by a displaced tenant of at least 90 days or an owner-occupant at least 90 but fewer than 180 days is considered to be within his/her financial means if, after receiving rental assistance under this part, the person's monthly household rent and utility costs for the displacement dwelling do not exceed the person's base monthly rental for the displacement site. The base monthly rental for the displacement site is the lesser of:

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1. The average monthly cost for rent and utilities at the displacement dwelling, as determined by the Department; or
 2. Thirty (30) percent of the monthly average gross household income. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be established by the criteria in 1. above.)
 - iii. For a displaced person who does not meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if the Department pays that portion of the monthly housing costs of a replacement dwelling which exceeds thirty (30) percent of such person's gross monthly household income for a period of 42 months.
 - iv. To the extent feasible, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling is located, or, if that is not possible, in nearby or similar neighborhoods where housing costs are generally the same or higher.
3. **CONTRIBUTES MATERIALLY** During the two (2) taxable years prior dislocation (or any other period that the Department determines is more equitable), a business or farm considered to have contributed materially if it:
- a. Had average annual gross receipts of at least \$5,000; or
 - b. Had average annual net earnings of at least \$2,000; or
 - c. Contributed at least 33-1/3 percent of the owner's or operator's average annual gross income from all sources; or

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- d. If the application of the above criteria creates an inequity or hardship in any given case, some other more appropriate criteria may be used.

- 4. **DATE OF ACQUISITION** The date the Department acquires legal possession of real property either through payment of Just Compensation price or through expropriation.

5. **DECENT, SAFE AND SANITARY (DSS) STANDARDS**

All replacement housing considered and/or utilized in connection with the Relocation Assistance Program must be decent, safe, and sanitary. A decent, safe, and sanitary dwelling unit is one that conforms to all applicable provisions for existing structures that have been established under local codes, ordinances or regulations in the area of the given dwelling unit. If such codes, ordinances or regulations do not exist in the given area or are less restrictive than the standards set forth below, the following minimum standards shall apply, unless waived for good cause by the FHWA:

MINIMUM STANDARDS - The dwelling shall:

- a. Be a safe and typical distance from the roadway, as well as being in compliance with local zoning requirements. be structurally sound, weather tight, and in good repair.
- b. Contain a safe electrical wiring system adequate for lighting and other electrical devices.
- c. Contain a heating system capable of sustaining a healthful temperature for a displaced person, except in those areas where local climatic conditions do not require such a system.

NOTE: A space heating unit is acceptable provided that it conforms with the manufacturer's specifications and at a minimum has:

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- i. A fully enclosed burner preventing anyone from touching the flame.
 - ii. An automatic oxygen depletion cut-off valve.
 - iii. An automatic gas interruption cut-off valve.
 - iv. A self-contained electronic spark lighter.
 - v. Venting to the outside, unless the unit is designed to be unvented.
 - vi. Approval by the Underwriters Laboratories (UL) or the American Gas Association (AGA).
- d. Contain adequate [habitable floor space](#) with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.
- e. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
- f. For a handicapped displacee, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by a displaced person who is handicapped.

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6. **DISPLACED PERSONS** Any person who moves from the real property or moves his or her personal property from the real property:
- a. As a direct result of the Department's acquisition of such real property in whole or in part for a project. This includes any person who moved from the real property as a result of the initiation of negotiations. In the case of a partial acquisition, the Department shall determine whether the person is displaced as a direct result of the partial acquisition; or
 - b. As a result of a written order from the Department to vacate such real property for the project; or
 - c. As a result of the Department's acquisition of or written order to vacate other real property for a project on which there is a business, farm operation, or nonprofit organization. Eligibility as a displaced person under this subparagraph applies only for purposes of obtaining relocation assistance advisory services and moving expenses.
 - d. **EXCLUSIONS** - The following is a nonexclusive listing of persons who do not qualify as displaced persons under this part:
 - i. A person who moves before the initiation of negotiations, unless the Department determines that the person was displaced as a direct result of the program or project; or
 - ii. A person who initially enters into occupancy of the property after the date of its acquisition for the project; or
 - iii. A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act; or

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- iv. A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the Department in accordance with any guidelines established by the Federal agency funding the project; or
- v. A person whom the Department determines is not displaced as a direct result of a partial acquisition; or
- vi. A person who, after receiving a notice of relocation eligibility, is notified in writing that he/she will not be displaced for a project. Such notice shall not be issued unless the person has not moved and the Department agrees to reimburse the expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility; or
- vii. An owner-occupant who voluntarily conveys his/her property after being informed in writing that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the Department will not acquire the property. In such cases, however, any resulting displacement of a tenant is subject to the regulations in this part; or
- viii. A person who retains the right of use and occupancy of the real property for life (usufruct) following its acquisition by the Department; or
- ix. A person who is determined to be in unlawful occupancy prior to the initiation of negotiations, or a person who has been evicted for cause.

7. **DWELLING** the place of permanent or customary and usual residence of a person according to local custom or law. It includes a single family house, a one-family unit in a multi-

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family building; a unit of a condominium or cooperative housing project, or any other residential unit, including mobile home.

8. **FAMILY** See [HOUSEHOLD](#)
9. **FARM OPERATION** Any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.
10. **FINANCE CHARGE or DEBT SERVICE CHARGE** (For the purpose of Relocation Assistance these terms are used interchangeably.) The cost of consumer credit as a dollar amount. It includes any charge payable directly or indirectly by the consumer to the creditor as a condition of the extension of credit. Generally, charges imposed uniformly in cash and credit transactions are not finance charges.
11. **FINANCIAL MEANS TEST** Thirty (30) percent of the displacee's average monthly gross household income as opposed to the average monthly rental including utilities at the displacement dwelling. The lower of these two figures shall be used to compute the displacee's rental supplement.
12. **HABITABLE FLOOR SPACE** That space used for sleeping, living, or cooking purposes excluding such spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries and unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces. Minimum standards are at least 150 square feet for the first person and 100 square feet for each additional person in a standard living unit; or 70 square feet per person in a mobile home. For a sleeping room, the minimum standards are 100 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant.

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13. **HOUSEHOLD** Two or more individuals living together in a single family dwelling unit who:

- a. Are related by blood, adoption, marriage, or legal guardianship who live together as a family unit, plus all other individuals regardless of blood or legal ties who live with and are considered a part of the family unit; or
- b. Are not related by blood or legal ties but live together by mutual consent.

14. **INITIATION OF NEGOTIATIONS**

- a. **ON A PARCEL** - The date of delivery of the Department's [Just Compensation Offer](#) to the parcel's owner or the owner's representative. However, if the Department issues a [Notice of Intent to Acquire](#) the real property and the occupant moves after that notice but before the delivery of the initial written purchase offer, the initiation of negotiations means the date of the actual move of the occupant from the property.
- b. **ON A PROJECT** - The date of delivery of the first [Just Compensation Offer Letter](#) to any owner on the project, excluding offers for hardship acquisition.

15. **MADE AVAILABLE** This term means that either the Department has advised the displacee about DSS housing within his financial means which is available for sale or rent, or the displacee has independently obtained and has the right of possession of replacement housing.

16. **MORTGAGE** Such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the State in which the real property is located, together with the credit instruments, if any, secured thereby.

17. **NONPROFIT ORGANIZATION** Any organization that is incorporated under the applicable laws of the State as a

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nonprofit organization and is exempt from paying Federal Income Taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501).

18. **NOTICE OF INTENT TO ACQUIRE** Written notice furnished that establishes eligibility for relocation benefits prior to the initiation of negotiations.
19. **OWNER OF A DWELLING** A person who purchases or holds any of the following interests in the property:
 - a. Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
 - b. An interest in a cooperative housing project which includes the right to occupy a dwelling; or
 - c. A contract to purchase any of the interests or estates described in a. and b. above; or
 - d. Any other interest, including a partial interest, which the judgment of the Department warrants consideration as ownership.
20. **PERSON** An individual or family as well as a partnership, company, corporation or association.
21. **PREVAILING ANNUAL INTEREST RATE** The most common annual interest rate charged by lending institutions in the area, assuming there are no discount points paid on the transaction.
22. **SALVAGE VALUE** The probable sale price of an item, if offered for sale on the condition that it will be removed from property at the buyer's expense, allowing a reasonable period of time to find a buyer with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

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23. **SHORT TERM OCCUPANT** An owner/occupant or tenant who has occupied the dwelling from which he/she is being displaced for less than 90 consecutive days immediately prior to the initiation of negotiations.
24. **SMALL BUSINESS** A business, including farms and non-profit organizations, having no more than 500 employees working at the site being acquired or displaced by a program or project. This includes self-service businesses (such as car washes) with no employees full-time at the site, and includes businesses whose sole purpose at the displacement site is the rental of the site to others. It does not include signboards.
25. **SUBSEQUENT OCCUPANT (DISPLACED)** A person who occupies a parcel after the initiation of negotiations but before the parcel is acquired. Such person qualifies as a displaced person, and as such is eligible for advisory services, moving costs and possibly replacement housing assistance (if replacement housing is not available within the person's [financial means](#)).
26. **SUBSEQUENT OCCUPANT (NOT DISPLACED)** A person who occupies a parcel subsequent to its acquisition by the Department. Such person is considered not displaced, and is eligible only for advisory services and moving costs.
27. **TENANT** A person who has the temporary use and occupancy of real property owned by another.
28. **UNLAWFUL OCCUPANCY** A person is considered to be in unlawful occupancy if the person has been ordered to move by a court of competent jurisdiction prior to the initiation of negotiations or is determined by the Department to be a squatter who is occupying the real property without the permission of the owner and otherwise has no legal right to occupy the property under State law. The Department may, at its discretion, consider such a squatter to be in lawful occupancy.

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- 29. **UTILITY COSTS** Expenses for heat, lights, water and sewer.
- 30. **90-DAY OWNER** An initial occupant who has owned and occupied the dwelling from which he/she is being displaced for less than 180 days, but not less than 90 consecutive days immediately prior to the initiation of negotiations.
- 31. **90-DAY TENANT** A tenant who has occupied the dwelling from which he/she is displaced for at least 90 consecutive days prior to the initiation of negotiations.
- 32. **180-DAY OWNER** An initial occupant who has owned and occupied the dwelling from which he/she is being displaced for at least 180 consecutive days immediately prior to the initiation of negotiations.

6.4 RECORDS AND REPORTS

The Real Estate District Manager is responsible for maintaining relocation assistance records on each parcel with displacees to properly document the relocation services and payments. The Real Estate Relocation Assistance Officer is responsible for maintaining and updating the necessary computerized relocation assistance data on a project and parcel basis indicating the payments to each displacee. This computerized data will be used to compile all reports required by the FHWA in a timely manner.

The Real Estate Relocation Assistance Officer is responsible for periodic audits of statewide relocation assistance records to insure compliance with applicable laws, policies, procedures and regulations. A discussion of the operations of the Real Estate Relocation Assistance Officer and his/her staff is found in [6.1](#) of this manual.

PROCEDURES:

1. The necessary information that must be maintained on the District level is contained primarily on the various inventory, inspection, and claim forms. All entries must be made on all applicable forms in a timely manner to insure completeness of the file.
2. The Real Estate District Manager is responsible for the setup of relocation information in the Real Estate Relocation database as soon as sufficient displacee information for a given project has been developed, as well as providing for the applicable information being entered on the screen as relocation assistance for each displacee progresses.
3. The Real Estate Relocation Assistance Officer or his/her assistant is responsible for maintaining accurate records of all payments made to displacees on the computerized VM residential and business data entry screens.

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4. Relocation assistance records will be available at reasonable hours for inspection by the responsible representatives of the Federal Highway Administration or other authorized persons; these records shall be retained for at least three (3) years after the displaced receives the final payment.
5. Upon completion of payments and/or appeals on a given parcel, the Real Estate District Manager will provide for a review of the complete file to insure that all proper entries have been made, all outstanding items have been settled, and that all certifications have been signed and dated.
6. From the relocation information maintained on the computer, the Real Estate Administrator will provide for the preparation and submittal of a report to the FHWA within 30 days from the end of the Federal fiscal year every three (3) years, beginning with the year 1990. This report will be statistically presented using the FHWA Form.
7. Other reports requested by the Federal Highway Administration will be prepared and submitted on an "as needed" basis.
8. District relocation files are the official files. Following the completion of all relocation on a project, the District Officer shall inform the Relocation Assistance Officer that the files are complete. The Headquarter Relocation Unit, in conjunction with the Quality Review team, will visit the District Office to review the files for completeness and correctness. The District will maintain the official relocation files in their offices for at least three years. After that time, they may be destroyed.
9. The Headquarters Relocation Unit relocation files shall be interfiled with the acquisition files and be microfilmed three years post certification.

6.5 RELOCATION SERVICES

As a part of the Relocation Assistance Program all persons displaced by a DOTD project are entitled to the following:

1. Relocation Assistance advisory services;
2. Easy access to the information and services available under the Relocation Assistance Program;
3. Adequate public awareness about the Relocation Assistance Program;
4. Written notices to insure displacees are fully informed of available benefits and services;
5. Right to appeal the Department's determinations concerning relocation assistance benefits and services; and
6. Preservation of their Civil Rights.

PROCEDURES:

1. Relocation assistance advisory services will be provided to assist persons affected by projects in relocating to comparable decent, safe, and sanitary housing. Every reasonable effort will be made to provide these services by personal contact with the following persons:
 - a. Any [displaced person](#).
 - b. Any person occupying property immediately adjacent to the real property acquired for a DOTD project when the Department determines that such person is caused substantial economic injury or is adversely impacted because of the acquisition.
 - c. Any person who, because of the acquisition of real property used for his business or farm operation, moves

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from other real property used for a dwelling, or moves his personal property from such other real property.

2. All persons entitled to relocation assistance advisory services will receive uniform and consistent services and payments regardless of race, color, religion, sex, or national origin. The amount and extent of the advisory services administered will be on a reasonable basis commensurate with the person's needs.
3. Relocation assistance advisory services will be administered as provided for in other parts of this Section and as necessary to accomplish the following:
 - a. Determine the need, if any, of displaced persons, for relocation assistance.
 - b. Assist a person displaced from his/her business or farm operation to obtain and become established in a suitable replacement location.
 - c. Supply information concerning Federal and State housing programs, disaster loan programs, and other Federal or State programs offering assistance to displaced persons.
 - d. Minimize hardships to displaced persons in adjusting to a new location.
4. The Department will maintain contact and coordination with other Federal, State, and local governmental agencies as well as local sources of information on private replacement properties in order to effect the following:
 - a. Public awareness of the existence and extent of present and proposed actions and other programs which might affect the availability of housing resources in the area. Where other programs will involve relocation activities, the Department will take positive action to assure maximum coordination.

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- b. Public awareness of the programs of other agencies in the area, which provide services and benefits useful to displaced persons.
 - c. Current information on a continuing basis regarding the availability, prices, and rentals of comparable decent, safe, and sanitary housing, and of comparable commercial properties and locations for displaced businesses.
5. The [Right-of-Way Stage Relocation Plan](#) will indicate whether reestablishment of a project site office is recommended, giving reasons for the recommendation. This recommendation will be reviewed by the Real Estate Relocation Assistance Officer, who will inform the Real Estate Administrator of his/her concurrence or disagreement with the recommendation. The Real Estate Administrator will make the ultimate decision. The decision must insure that all displacees have easy access to the following information:
- a. Current continuously updated lists of available DSS comparable replacement dwellings, suitable for displaced persons on the project.
 - b. Current continuously updated lists of comparable commercial properties and locations for displaced businesses.
 - c. Current local data on costs such as security deposits, closing costs, typical down payments, interest rates and terms.
 - d. Information concerning the schools, parks, playgrounds, shopping, and public transportation in the area.
 - e. Copies of the Department's brochure *Acquisition of Right of Way and Relocation Assistance*, local housing ordinances, consumer education literature, classified sections of local newspapers, and apartment and multiple listing services where available.

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- f. Any other information that might be of value to displaced persons in the particular area.
- 6. Displacees' access to the above information will be effected in the following ways:
 - a. Where circumstances dictate the maintenance of a relocation assistance project site office, the location of such office shall be in close proximity to the project or on easily accessible public transportation routes.
 - b. Relocation assistance project site office hours will be scheduled so as to be convenient for all displacees, including evening office hours if circumstances warrant.
 - c. As much of the above information as possible will be given by the Real Estate District Agent during the relocation assistance interviews and presentation of benefits, services, and payments.
- 6. The Real Estate District Manager is responsible for providing the necessary relocation assistance information as required for public hearings, and for presenting the appropriate [Public Hearing Information Script](#) at public hearings to assure adequate public information of the Relocation Assistance Program. The procedures to be followed are more fully discussed in [6.7](#).
- 7. The Real Estate Relocation Assistance Officer will provide for the preparation and necessary updating of the brochure *Acquisition of Right of Way and Relocation Assistance*, which will fully explain the Relocation Assistance Program including eligibility requirements, benefits, payments, rights of displacees, and the Department's replacement housing policy. This brochure will be made available to all displacees.
- 8. Each displaced person will be given written notices to insure that he/she is fully informed of the benefits and services available to him. The procedures for and types of written

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- notices are found in Section 6.9. To the greatest extent practicable these notices shall be delivered within 10 days of the beginning of negotiations.
9. All displacees are assured of the right of appeal in the event of dissatisfaction with a determination as to eligibility for relocation assistance or an amount of payment offered. This right of appeal is more fully discussed in 6.6.
 10. When an occupant of Department-owned property becomes delinquent under the Department's rental policy, such delinquent rental amount shall be subject to being withheld from any relocation assistance payment due the occupant. Delinquent occupants should be advised by the Real Estate District Manager of the possibility of delinquent rentals being deducted from relocation assistance payments, unless such a deduction would prevent the displaced person from obtaining comparable replacement dwelling.
 11. Evictions shall be handled in accordance with Section 5.6 of the Real Estate Manual.

6.6 APPEALS PROCESS

All displaced persons disagreeing with the Department's determination regarding their eligibility and/or benefits under the Relocation Assistance Program have the right of appeal, as described in the brochure *Acquisition of Right of Way and Relocation Assistance*.

PROCEDURES:

1. Before the formal appeal process is instituted, an attempt should be made to resolve the conflict informally. If the Agent handling the relocation is unable to provide resolution of the displaced person's concerns, the Agent shall present the facts of the case to the Relocation Assistance Officer for review. The Agent will provide the Relocation Assistance Officer with all of the pertinent facts concerning the area of disagreement, as well as any written statement of dissatisfaction submitted by the displacee. If the Relocation Assistance Officer finds that the displacee has a valid complaint, he/she may reverse the earlier decision. If, however, he/she finds that the original decision was correct, the displacee shall be advised to enter the formal appeal process.
2. An appeal may be filed for any of the several determinations made by the Department concerning relocation assistance. The claimant must make the appeal in writing, preferably on the [Appeal Claim Form](#), attaching any supporting documentation. The Department shall consider any written appeal, regardless of form. Appeals must be submitted within 60 days after the person receives written notification of the Department's determination regarding the person's application or claim for relocation services or benefits.
3. After receiving an appeal from a claimant, the Real Estate District Manager will forward the appeal to the Real Estate Relocation Assistance Officer. The Relocation Assistance Officer will prepare a letter to the claimant acknowledging the appeal. This letter will also advise the claimant that he/she may

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request a personal meeting with the Real Estate Administrative Officer and the Real Estate Administrator.

4. The claimant has the right to be represented by legal counsel or other representative in connection with his appeal, but solely at the claimant's own expense. The claimant shall also have the right to inspect and copy all materials pertinent to his appeal, except those materials that are classified as confidential. However, the Relocation Assistance Officer must be consulted before any records are disclosed to the claimant. The claimant may supplement the appeal with any material he/she feels is pertinent to his claim.
5. The Real Estate Relocation Assistance Officer will forward the appeal file, including any supplemental information submitted by the claimant, to the Real Estate Administrative Officer for review.
6. In reviewing an appeal, the Real Estate Administrative Officer shall consider all pertinent records, as well as any other materials submitted by the claimant, to ensure a fair and full review of the appeal.
7. If the Real Estate Administrative Officer approves the total appeal as submitted by the claimant, the reasons for approval must be filed with the appeal claim, and copies sent to the Real Estate Relocation Assistance Officer and the Real Estate District Manager. The claimant shall be notified of the approval in writing, and the claim processed for payment.
8. If the appeal is wholly or partially disapproved by the Real Estate Administrative Officer, the appeal form, the factual findings and the written recommendations of the Real Estate Administrative Officer against approval will be forwarded to the Real Estate Administrator, who shall make the final decision regarding approval or disapproval of the claim.
9. If the Real Estate Administrator wholly or partially approves the appeal, he/she shall notify the claimant by letter and place the claim in line for payment. In the case of partial approval, the

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letter will advise the claimant of the right of judicial review of the unapproved portion of the claim. A copy of the letter will be placed in the appeal file, which is then returned to the Real Estate Relocation Assistance Officer. A copy of the letter will also be sent to the Real Estate District Manager.

10. If the Real Estate Administrator disapproves the appeal, he/she shall notify the claimant by letter, giving the reasons for the denial of the appeal and advising the claimant of the right of judicial review. A copy of the letter will be placed in the appeal file, which is then returned to the Real Estate Relocation Assistance Officer. A copy of the letter will also be sent to the Real Estate District Manager.
11. The appeals process from receipt of the appeal in Headquarters to final determination shall be handled as expeditiously as possible, preferably within three weeks. If a longer time is needed, the file shall be documented to explain the reasons for the delay.

6.7 CONCEPTUAL STAGE RELOCATION PLAN

A [Conceptual Stage Relocation Plan](#) must be prepared in accordance with Federal policy when required and requested by the Public Hearings and Environmental Impact Section. It is the responsibility of the Real Estate District Manager to provide for the preparation of the plan, which must receive the approval of the Real Estate Relocation Assistance Officer prior to submittal to the Public Hearings and Environmental Impact Section. The plan will identify the extent, scope and effects of relocations that may be caused by each alternate location or design under consideration for a proposed DOTD project. The plan will also identify the availability of replacement housing as well as possible solutions relative to relocation problems recognized as a result of the studies conducted during preparation of the plan. The information required for preparation of the Conceptual Stage Relocation Plan may be obtained by visual inspection of the area of the proposed project and from readily available secondary sources or community sources.

PROCEDURES:

1. Upon receipt of a request for a Conceptual Stage Relocation Plan from the Relocation Assistance Unit, the Real Estate District Manager will assign the preparation of the plan to one or more Real Estate District Agents.
2. The Agent assigned the preparation of the plan will complete a [Relocation Inventory](#) for each alternate location or design being considered for the project and one [Replacement Property Inventory](#) covering all alternates.
3. The relocation inventory form will be prepared on the basis of external inspection of the principal buildings and from other secondary sources. Occupants are not to be disturbed, but the buildings should be identified as accurately as possible. The number of families may be estimated from the apparent usage of residences and the number of individuals may be established by applying the average number of persons per family as determined in the latest U.S. Census. The remaining

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information required on this inventory is to be in the form of estimates.

4. The replacement property inventory form will be prepared on the basis of a study of the general area in which the proposed project is to be located. The study should include visual observations, listings from local realtors, advertisements in local and area newspapers, and meetings with building contractors and housing agencies. All available decent, safe and sanitary housing in the vicinity of the proposed project should be listed if such housing is considered suitable as replacements. Housing that will become available through proposed construction or normal market turnover during the scheduled acquisition of right of way should also be listed.
5. The information obtained will then be analyzed and compiled in the Conceptual Stage Relocation Plan, covering all items contained in subparagraph 6 below.
6. The Conceptual Stage Relocation Plan must include the following information:
 - a. Estimate of households to be displaced, including the family characteristics (e.g. minorities, income levels, tenure, the elderly, large families).
 - b. Divisive, or disruptive effect on the community, such as separation of residences from community facilities or separation of neighborhoods.
 - c. Impact on the neighborhood and housing where relocation is likely to take place.
 - d. An estimate of the businesses to be displaced and any expected adverse economic impact on the displaced businesses, as well as the general effect of business dislocation on the economy of the community.

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- e. A description of relocation housing in the area and the ability to provide relocation housing for the types of families to be displaced.
 - f. A description of special relocation advisory services that will be necessary for identified unusual conditions.
 - g. A description of the actions proposed to remedy insufficient relocation housing, including, if necessary, housing of last resort.
 - h. Results of consultation with local officials, social agencies, and community groups regarding the impacts on the community affected.
 - i. An estimate of any facilities that may qualify for functional replacement.
7. After presenting the required information for each alternate and possible solutions relative to identified relocation problems, the Agent must include for each alternate an estimate of cost for moving and replacement housing payments as well as an estimate of the amount of time which will be required to complete relocation assistance activities.
8. Assistance from the Real Estate Relocation Assistance Officer may be requested at any time during preparation of the Conceptual Stage Relocation Plan.
9. Upon completion of the plan the Real Estate District Manager will transmit it to the Relocation Assistance Unit for further handling.
10. The Real Estate District Manager is responsible for presenting the appropriate [Public Hearing Information script](#) at public hearings to assure adequate knowledge by the public of the Relocation Assistance Program.

6.8 RIGHT OF WAY STAGE RELOCATION PLAN

The Real Estate District Manager is responsible for the preparation and maintenance of inventories of all displacees and available replacement structures for any DOTD project that will cause displacements. He/she is also responsible for the preparation of a [Right of Way Stage Relocation Plan](#) if the project will cause the displacement of families or individuals. The preparation of a Preliminary ROW Relocation Plan should begin as soon as sufficient right of way plans are available for the project. When funds for the Project are set up, the displacees on the project shall be interviewed and the Final Right of Way Relocation Plan will be prepared. The maintenance of the inventories should continue until such time as relocation assistance activities are completed.

PROCEDURES:

1. As soon as the District receives sufficient right of way plans, the Real Estate District Manager will assign the project relocation assistance activities to one or more Real Estate District Agents.
2. The District Agent(s) assigned the relocation assistance activities will conduct a survey of the project to determine the number of individuals, families, businesses and nonprofit organizations that will be displaced. If funds have not yet been set up for the project, personal contact with the displacees will be deferred until funds have been established. A Preliminary ROW Relocation plan will be prepared containing all the elements outlined in subsection [9](#) except Occupant Inventories and Inspection Reports. The summary of displacements will instead be estimated based on a visual inspection of the project. This Preliminary ROW Stage Relocation Plan is due in Headquarters within one month of the receipt of final Right of Way Plans in the District. NOTE: If appraisals have been ordered at the time the right of way maps are received in the District, preparation of a Preliminary ROW Stage Relocation plan is waived.)
3. When appraisals have been ordered or a request for a Final Right of Way Stage Relocation Plan is received on the project,

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each displaced person or business will be interviewed, as is feasible and practicable.

4. During the interviews the Agent will complete Occupant Inventory Forms and Inspection Report Forms for each occupied structure.
5. The information described in subparagraphs 2 and 3 above will provide the District Agent(s) with a picture of the facilities from which each person is being displaced and a means by which to evaluate their needs and determine any problems associated with their displacement.
6. The Agent will conduct a survey of the area of the project to and comparable, decent, safe, and sanitary replacement housing for the displaced individuals and families as well as suitable replacement non-residential structures. He/she will then inventory these available replacements using the replacement property inventory form, multiple listing services, newspaper clippings, and any other means considered necessary. The result will be a description of the available facilities in the area (including price ranges and rental rates), which can then be compared with the survey of displacees to assist in identifying relocation assistance problems affecting the scheduling of the project.
7. Inventories of available replacements must be maintained until all persons have been moved from residences within the limits of the project, or until all residential displacees have been afforded the opportunity and the necessary time to occupy decent, safe, and sanitary dwellings within their financial means, and/or until all non-residential displacees have been afforded the opportunity and necessary time to vacate the property acquired.
8. Using the above information, the Agent will prepare the final [ROW Stage Relocation Plan](#) which will set forth: a summary or inventory of the characteristics and needs of the displaced individuals and families; a summary or inventory of available,

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comparable, decent, safe, and sanitary housing; and an analysis and correlation of the two summaries.

9. The Final ROW Stage Relocation Plan should be completed within a month of establishment of funds on the project and shall be reported by the following outline:
 - a. Summary of displacements - Summarize the characteristics and needs of the individuals and families to be displaced and correlate with available comparable, decent, safe, and sanitary housing. (Summarize only those displacees anticipated to require last resort housing provisions.)
 - b. The major relocation problems disclosed by the relocation survey - Outline all major relocation problems that are indicated in comparing the types of improvements to be taken and the types of displacements with the listings of available replacement housing.
 - c. Federal, State and Municipal programs currently in operation that affect the availability of housing. Determine whether or not any major housing construction project (private, Federal, State or Municipal) is planned for the area. If so, provide pertinent facts concerning the proposed housing projects.
 - d. Detailed information about displacements being caused by other governmental agencies or private concerns in the subject area. Investigate and determine whether or not any other agency, public or private, is involved in a project that will also require the taking of improved properties in the general area of the planned highway improvement. If so, list the agency and project and discuss the additional relocation problems, if any, that will be created.
 - e. Analysis of the various relocation problems and the method of operations to resolve the problems and relocate the displacees. Analyze any relocation problems

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in [b.](#) and [d.](#) above. Give method of resolving the problems including, if necessary, utilization of housing of [last resort](#).

- f. Estimate of the lead-time required to carry out a timely and orderly relocation program.
- g. Recommend the necessity of a site office.
- h. Prepare a list of displacees and their corresponding parcel numbers and occupancy types. THIS LIST WILL BE USED TO SET UP HEADQUARTERS COMPUTER SCREEN SO PARCEL NUMBERS MUST BE CORRECT AND COMPLETE. All relocation vouchers subsequently submitted must correspond to the parcel numbers on this list. Headquarters shall be advised immediately of any changes in parcel numbers that develop subsequent to submission of this list.
- i. Summarize the total number of displacees and estimated relocation costs by the following categories:
 - 1. Residential owners and tenants;
 - 2. Residential replacement housing costs;
 - 3. Residential moving costs;
 - 4. Business and farm owners and tenants;
 - 5. Business and farm moving costs; and
 - 6. Relocation services costs (20% of sum of 2+3+5)
- j. The Agent will prepare an Occupant Inventory for each displacee utilizing the appropriate form. If the move involves personalty only, the owner must still be interviewed and an inventory form completed describing the nature of the personalty. A copy of the Occupant Inventory on each displacee will be sent to Headquarters with the Final Right of Way Stage Relocation Plan.

6.9 WRITTEN NOTICES

1. INITIATION OF NEGOTIATIONS ON THE PROJECT

Delivery of the first [Just Compensation Offer](#) Letter to any owner on a project (excluding offers for hardship acquisition) constitutes the initiation of negotiations for that project. The Real Estate District Manager is responsible for notifying the Real Estate Relocation Assistance Officer of the date of initiation of negotiations for any DOTD project that will cause displacements. To the greatest extent practicable, each potential displacee on the project shall be notified of his/her possible displacement within 10 days of this date. This [Informational Notice](#) shall be delivered by personal contact, certified letter or registered letter. A copy of the Informational Notice shall be placed in the displacee's District relocation assistance file and a copy sent to the HQ Relocation Unit.

PROCEDURES:

- a. Upon the first negotiating contact (excluding contacts for hardship acquisition) on any project which will cause displacements, whether the first contact is for an improved or unimproved parcel, the Real Estate District Manager shall prepare and transmit a letter to the Relocation Assistance Officer stating the date of initiation of negotiations on the project, with a copy to the Real Estate Titles and Acquisition Manager.
- b. To the greatest extent practicable, Informational Notices will be delivered to each potential displacee either personally or by mail within 10 days of the project initiation of negotiations. Any request for a waiver of this requirement must be approved by the Relocation Assistance Officer prior to initiation of negotiations. Informational Notices are not required on parcels that may be adversely impacted.

2. INITIATION OF NEGOTIATIONS ON THE PARCEL

To insure that each displaced person is fully informed of the benefits, payments and services available to him/her, the Department shall, to the greatest extent practicable, deliver an [Purchase Supplement Offer Letter](#) to each owner-occupant whose dwelling is within the required area at the same time the acquisition offer is presented, and to each tenant within 10 days of the acquisition offer to the owner.

PROCEDURES:

- a. To the greatest extent practicable, no displacee shall be required to move earlier than 30 days after the date of acquisition or expropriation of the parcel, nor earlier than the 90-day vacate date given in the eligibility letter ([Purchase Supplement Offer](#), [Rent Supplement Offer](#), or [Non-Residential Eligibility Letter](#)).
- b. Upon payment of the acquisition price to the owner of a parcel (or the service of process if the parcel is expropriated), the Agent will determine if it is necessary to send the occupant a supplemental vacate notice, called an [Extension Letter](#). An Extension Letter is necessary if the 90-day vacate date will expire before 30 days from the date of payment of acquisition price or service of process. If it is necessary to send an Extension Letter, the new vacate date shall be 30 days from the date of acquisition or the date of service of process.
- c. The Agent will prepare the appropriate eligibility letter to each residential and nonresidential displacee on the project:

1. Notices to Residential Displacees

The eligibility letter to a residential displacee will be prepared after the Agent has performed the calculations to determine the maximum replacement housing payment to which the displacee is entitled

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in accordance with 6.12. In addition to the replacement housing offer, it will describe other relocation assistance benefits and services to which the displacee may be entitled. It will give the address of the comparable and offer to provide transportation to inspect it. The letter will also give the 90-day vacate date.

a. Notices to 180-Day Owner-Occupants

- i. The eligibility letter to a displaced 180-Day Owner-Occupant is a [Purchase Supplement Letter](#). This letter will state the maximum purchase supplement to which the displacee may be eligible. It shall be personally delivered and explained to each displacee whose residential improvement is in the taking at the same time the acquisition offer is presented.
- ii. If no available comparable replacement housing is available on which to compute the RHP offer, the District Manager shall advise the Relocation Assistance Officer. The Relocation Assistance Officer shall discuss the situation with the Director of Real Estate, who will decide if the acquisition offer will be presented to the owner in advance of the replacement housing offer. If the determination is made to do so, the District Manager shall be so advised in writing and the displacee shall be issued a [Wait Letter](#) at the time the acquisition offer is presented. The Wait Letter advises the displacee that the purchase supplement offer shall be presented as soon as possible.

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- iii. Offer to 180-Day Owner-Occupants of adversely impacted improvements: If the residential improvement is adversely impacted rather than within the taking, computation of the replacement housing offer and presentation of the Purchase Supplement Letter may be delayed until the owner decides if he/she wishes to consider the relocation option.
- iv. If the owner-occupant wishes to rent rather than purchase a replacement dwelling, his/her alternate entitlement will be computed in accordance with Section 6.2.b. This rent supplement offer will be made in writing either as a separate paragraph on the purchase supplement letter, or on a [rent supplement offer letter](#). Issuing a rent supplement letter does not preclude the requirement of presenting a purchase supplement offer.

b. Notices to 90-Day Occupants

- i. The maximum rental supplement offer to a 90-Day Occupant will be made in a [Rent Supplement Letter](#). The offer to 90-Day Owner-Occupants will be personally presented at the same time as the acquisition offer, and the offer to 90-Day Tenants will be personally presented within 10 days of the initiation of negotiations.
- ii. In the event the Agent has been unable to find an available comparable on which to base the replacement housing computation, he/she will instead send the displacee a [Wait Letter](#), which

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advises the displacee that the entitlement offer will be made as soon as possible. If after sending the Wait Letter the Agent is still unable to locate a comparable, and the real estate market in the area historically reveals a lack of comparable housing becoming available at regular intervals, Last Resort housing procedures in compliance with 6.19 and 6.20 will be considered by the Agent.

c. Notices to Occupants of Less Than 90 Days

- i. Within 10 days of initiation of negotiations on a parcel, an occupant of less than 90 days who is eligible for a rental supplement because of financial means will receive a rent supplement letter stating the maximum rental supplement to which he/she is entitled.
- ii. In the event the Agent has been unable to find an available comparable on which to assess the displacee's possible entitlement, he/she will instead send the Wait Letter which advises the displacee if the Department determines that he/she is eligible for a rent supplement, the entitlement offer will be made as soon as possible.

2. Notices to Non-Residential Displacees:

- a. Within 10 days of the initiation of negotiations on a parcel, a displaced business, farm or non-profit organization will receive a Non-Residential Eligibility Letter stating that the property it occupies is in the process of being acquired and that the maximum amount of the

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moving cost to which it is entitled will be computed and furnished as soon as possible. It will also give the 90-day vacate date.

- b. As soon as the Agent receives the displacee's inventory, a moving cost offer will be computed and the offer presented in an [Establishment of Estimated Cost of Move Letter](#).

3. Notice of Intent to Acquire:

- a. In special cases, the Department may decide to establish eligibility for certain residential or non-residential occupants prior to the initiation of negotiations for the parcel by issuing a [Notice of Intent to Acquire](#). This notice will contain all necessary information to insure that the displacee is fully apprised of the benefits and services available to under the Relocation Assistance Program. It will contain a statement of eligibility and list any restrictions thereto, as well as the anticipated date the just compensation offer for the parcel will be made. It will also advise the displacee how and where to obtain additional information.
- b. To establish such eligibility, the Real Estate District Manager will make a written request to the Real Estate Administrator stating the extenuating circumstances in the case. The decision to utilize the procedures described herein rests with the Real Estate Administrator, and will not be made unless the initiation of negotiations for the parcel is imminent. Notices of Intent to Acquire shall not be issued prior to the FHWA authorizing negotiations on the project or authorizing

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acquisition of individual parcels for protective buying or because of hardship.

- c. In the event the decision is made to issue such notice(s), the following procedures shall apply:
 - i. If a [Notice of Intent to Acquire](#) is furnished an owner, it must also be furnished to any tenant on the parcel within 10 days.
 - ii. If a Notice of Intent to Acquire is furnished a tenant, the owner of the parcel must be simultaneously notified of such action.
- d. When a displacee is relocated under a Notice of Intent to Acquire, relocation payments may be made at the time of the move.

GUIDELINES FOR ISSUING LETTERS AND NOTICES TO DISPLACEES

Informational Notice

Mailed or delivered within 10 days of the initiation of negotiations on the project.

Notice of Intent to Acquire

Issued by Real Estate Administrator to establish eligibility for relocation benefits to certain occupants prior to the initiation of negotiations. Cannot be issued unless the FHWA has authorized negotiations on the project. If furnished a parcel owner, it must also be furnished to any tenant on the parcel within 10 days. If furnished to a tenant of a parcel, it must be simultaneously furnished to the owner.

Purchase Supplement Letter

Eligibility offer letter to 180-Day Owner-Occupants. Gives purchase supplement offer and 90-Day Vacate Date. Also gives latest date by which Department must acquire property for 90-Day Date to be valid, which is 30 days prior to 90-Day Date. If acquisition occurs after that date, the displacee will be issued an Extension Letter (see below) that changes the Vacate Date to 30 days from the date of acquisition. Personally delivered and explained at the same time the acquisition offer is presented.

Rent Supplement Letter

Eligibility offer letter to 90-Day Occupants, as well as Short Term Occupants and Subsequent Occupants who meet financial need criteria. Alternate eligibility letter for 180-Day Owner-Occupants who choose to rent replacement housing. Gives rental supplement offer and 90-Day Vacate Date. Also gives latest date by which Department must acquire property for 90-Day Date to be valid, which is 30 days prior to 90-Day Date. If acquisition occurs after that date, the displacee will be issued an Extension Letter (see below) which changes the Vacate Date to 30 days from the date of acquisition. Personally delivered and explained at the same time as the acquisition offer is made for an owner-occupant, or within 10 days of initiation of negotiations on the parcel for a tenant. If no comparables

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are available, a Wait Letter is issued until comparables can be located and the offer letter prepared.

Wait Letter

Delivered to residential displacees entitled to replacement housing offers when there are no comparables available on which to compute an offer within the prescribed period following initiation of negotiations on the parcel. The Wait Letter advises the displacee that the entitlement offer will be made as soon as possible.

Extension Letter


- 1. Issued to displacees who had previously been given a 90-Day Vacate Date that is fewer than 30 days after the date of payment of just compensation or service of process on the parcel. It specifies the new Vacate Date, which shall be 30 days from the date of payment of just compensation or service of process.*
- 2. At the discretion of the Department, issued to displacees who request additional time to complete their moves following their 90-Day Vacate Date, when such will not inhibit the letting of the project.*

Non-Residential Eligibility Letter

Letter to displaced businesses advising that a moving cost estimate will be developed and furnished at a later date, and stating the 90-Day Vacate Date. Also gives latest date by which Department must acquire property for 90-Day Date to be valid, which is 30 days prior to 90-Day Date. If acquisition occurs after that date, the displacee will be issued an Extension Letter (see below), which changes the Vacate Date to 30 days from the date of acquisition. Issued within 10 days of the initiation of negotiations on the parcel.

Establishment of Estimated Cost of Move

Letter to businesses and some residential displacees advising them of the amount of the moving cost offer. Issued as soon as the moving costs based on inventory and specifications are determined.



6.10 GENERAL PROVISIONS

To the greatest extent practicable, no person lawfully occupying real property acquired for the construction of a DOTD project shall be required to move from a dwelling, or to move his business or farm, without at least 90 days written notice of the intended vacation date. Individuals and families so displaced are eligible for replacement housing payments in the form of purchase, down payment, or rent supplements, as determined by length of occupancy and type of occupancy (owner or tenant), in accordance with the principles set forth in [6.2](#). The maximum replacement housing payment offer to which a displacee is entitled is computed based on the type of occupancy in effect at the beginning of negotiations, and is the amount determined as necessary to enable the displaced person to purchase or rent comparable decent, safe, and sanitary replacement housing. However, a displacee is not required to maintain the same type of occupancy when he/she relocates.

PROCEDURES:

1. Upon receipt of parcel packages from the Acquisitions Unit, the Real Estate District Manager will assign occupied parcels to one or more Real Estate District Agents properly trained in relocation assistance procedures. The Agent(s) assigned the occupied parcel(s) are responsible for the relocation assistance and services to which all persons occupying the parcel are entitled, as well as negotiations for the parcel.
2. The Agent will locate available residential structures and/or suitable non-residential sites comparable to the occupied improvements situated on the parcel(s) with relocation. He/she will complete a [housing inspection form](#) for each residential structure considered comparable.
3. The completed forms will become a part of the inventory of replacements for the project. This inventory will be continuously updated throughout the course of the project until relocation is complete, with listings added or deleted as necessary. As

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replacements are deleted from the inventory, the forms are to be dated and marked "NOT AVAILABLE".

4. The Agent will compute the replacement housing payment to which each displacee is entitled in accordance with the eligibility requirements set forth in [6.11](#) and the procedures for computations found in [6.12](#). The calculations will be based on the type of occupancy presently in effect. If the displacee requests an alternate computation based on a different occupancy, it will be done in addition to the standard computation. However, the Department is not obligated to furnish a maximum replacement housing offer based on an alternate calculation if such alternate is not available, or if the alternate calculation exceeds the limitations set forth in subparagraph [d](#) of [6.11](#).
5. After computing the replacement housing payment offer following the procedures set forth in [6.12](#), the Agent will prepare the appropriate maximum payment offer letter to each residential displacee on the parcel in accordance with [6.9](#). He/she will then contact the owner of the parcel. If the parcel is owner-occupied, the Agent will present the [Just Compensation Offer Letter](#) and the maximum replacement housing payment offer letter, as well as a copy of the brochure if not already provided. He/she will then discuss fully the relocation assistance benefits and requirements with the displacee.
6. At the first contact with a non-residential owner-occupant, the Agent will present the [Just Compensation Offer Letter](#), the [Act of Sale](#), and a copy of the [brochure](#) if it was not previously provided, and an [Non-Residential Eligibility Letter](#). He/she will then discuss the relocation assistance services and moving expenses payments.
7. If possible, the Agent should contact any tenants on the same date the owner is contacted, to present the maximum replacement housing payment offer letter and the brochure if it was not previously provided. The Agent will discuss relocation assistance benefits and requirements with particular emphasis

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on the fact that eligibility is not complete until the Department acquires the property.

8. Rental supplement offers or Wait Letters to tenants must be delivered personally within ten (10) days of the initiation of negotiations for the parcel.
9. Additional contacts by the Agent with displacees shall be made whenever conditions warrant. During these contacts, the Agent will make any necessary revisions and corrections to the information previously obtained. he/she must also record each contact made with a displacee on the [Contact Log](#) of the Occupant Inventory Form.

6.11 REPLACEMENT HOUSING ELIGIBILITY REQUIREMENTS

A residential displacee is eligible for a replacement housing payment offer if he/she qualifies as a displaced person as defined in 6.3 #6. A short-term occupant, as defined in Section 6.3 #23, is eligible for a replacement housing payment if he/she cannot be relocated into a replacement dwelling within his/her financial means. The types of housing payments, based upon length and type of occupancy, are described below. For the displaced person to be eligible for a replacement housing payment, the property must have been acquired by the Department, or if the property has not yet been acquired, must have been issued a [Notice of Intent to Acquire](#). In addition, the displacee must purchase or rent, and actually occupy decent, safe, and sanitary replacement housing within the time limitations set forth in subparagraph 3 below. The Department will inspect the replacement dwelling and certify that it meets decent, safe, and sanitary standards before eligibility for payment is complete. Such certification shall be made on the [Housing Inspection Form](#). A displacee's eligibility for payment will be determined by what he/she actually spends for the replacement dwelling within the limitations set by the Department's replacement housing offer.

PROCEDURES:

1. A displaced residential occupant may be eligible for a replacement housing payment if he/she fulfills the following requirements:
 - a. He/she is in occupancy on the date of initiation of negotiations for the partial or total acquisition of the parcel, and has been for at least 90 consecutive days immediately prior to said date; or
 - b. He/she is in occupancy at the time he/she is issued a [Notice of Intent to Acquire](#), and said occupancy has been for at least 90 consecutive days immediately prior to his Vacate Date; or

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- c. He/she has been in occupancy for less than 90 consecutive days prior to either of the dates established in a. and b. above, and he/she cannot relocate to comparable housing within his/her financial means.
- d. An eligible occupant is eligible for a maximum replacement housing payment offer according to his/her length and type of occupancy as follows:
 - 1. An owner-occupant of at least 180 days is eligible for a purchase supplement not to exceed \$22,500.00 which supplement will include the additional cost necessary to purchase replacement housing, to compensate the owner for the loss of favorable financing on his/her existing mortgage if he/she finances the replacement dwelling, and to reimburse the owner for incidental expenses as provided for in 6.14.
 - 2. An owner-occupant of at least 90 days but less than 180 days is eligible for a rental supplement not to exceed \$5,250, which supplement shall be the difference between the economic monthly rent plus utilities at the acquired dwelling and the monthly rent and estimated utilities at a comparable replacement dwelling times 42.
 - 3. A tenant of at least 90 days is eligible for a rental supplement not to exceed \$5,250, which supplement shall be the difference between the monthly rent plus utilities at the displacement dwelling and the rent plus estimated utilities at a comparable replacement dwelling times 42.
 - 4. Short Term Occupants & Displaced **Subsequent Occupants** are entitled to relocation assistance advisory services in assisting them to locate comparable replacement housing as defined in 6.3 #2. When such occupants cannot be relocated on a

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site within their financial means, then provisions of 6.20 subparagraph 10 shall be provided.

2. Alternate eligibility if requested by the occupant can be used in computing the maximum replacement housing payment offer as follows:
 - a. An owner-occupant of at least 180 days is alternately eligible for a rental supplement not to exceed \$5,250.
 - b. An owner-occupant of at least 90 days but less than 180 days is eligible for a down payment supplement not to exceed \$5,250, to enable him to make a down payment on the purchase of a replacement dwelling and to reimburse him for actual expenses incident to such purchase. However, such supplement shall not exceed the amount the 90-day owner-occupant would have received if he/she had met the 180-day occupancy requirement.
 - c. A tenant of at least 90 days is alternately eligible for a down payment supplement not to exceed \$5,250.
 - d. A **Short Term Occupant** or Displaced **Subsequent Occupant** eligible for a rent supplement because of financial means is alternately eligible for a down payment supplement not to exceed the amount of the rent supplement offer.
3. Within the above limitations, a displacee is eligible for payment of the appropriate supplement provided he/she actually purchases or rents and occupies a decent, safe and sanitary replacement dwelling within a one year period beginning:
 - a. For a 180-Day Owner-Occupant, the later of the following dates (except when the Department extends such one-year period for good cause):
 1. The date the person receives final payment for the displacement dwelling, or in the case of

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expropriation, the date the full amount of the estimate of just compensation is deposited in the court; or

2. The date the Department fulfills the requirements to make available comparable replacement housing to the displacee.
- b. For a 90-Day Owner-Occupant, the later of the following dates (except when the Department extends such one-year period for good cause):
1. The date he/she receives final payment for the displacement dwelling, or in the case of expropriation, the date the full amount of the estimate of just compensation is deposited in the court, or
 2. The date he/she moves from the displacement dwelling.
- c. For a tenant of more than 90 days, the date he/she moves from the displacement dwelling, unless the Department extends this period for good cause.
- d. For a [Short Term Occupant](#) or Displaced [Subsequent Occupant](#), the date he/she moves from the displacement dwelling, unless the Department extends this period for good cause.

For purposes of the above eligibility requirement, the date of a contract entered into by a displacee for the construction or rehabilitation of a replacement dwelling shall be considered the date he/she relocates to and occupies the replacement.

4. For purposes of determining owner eligibility, a displacee is considered to have purchased a dwelling when he/she:
 - a. Buys an existing dwelling; or

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- b. Purchases and rehabilitates a substandard dwelling; or
 - c. Relocates a dwelling which he/she owns or purchases; or
 - d. Constructs a dwelling on a site he/she owns or purchases; or
 - e. Contracts for the purchase or construction of a dwelling on a site provided by a builder or on a site the person owns or purchases; or
 - f. Currently owns a previously purchased dwelling and site, the valuation of which shall be based on the current fair market value.
5. Occupancy of a replacement dwelling is accomplished only if the dwelling is the displacee's permanent place of residence.

6.12 COMPUTATIONS FOR REPLACEMENT HOUSING OFFER

Replacement housing payment offers in the form of purchase, rent or down payment supplements shall be offered to all eligible displaced persons. A purchase supplement is that amount, if any, which when added to the price paid by the Department for the acquired dwelling, equals the amount determined by the State as necessary to purchase a comparable decent, safe and sanitary dwelling. A rent supplement is that amount, if any, which when added to 42 times the present rent plus utilities, equals the amount determined by the State as necessary to rent a comparable decent, safe and sanitary dwelling for the next 3.5 years. A down payment supplement is that amount, not to exceed \$5,250, which is applied to the down payment and incidental expenses on a conventional loan on a decent, safe and sanitary replacement dwelling. The comparable dwelling used by the Department in computing the supplemental payment, besides being decent, safe and sanitary, must be available within the occupant's financial means, and should be available on the market at the time the RHP offer is made and during the time the displacee is actively looking for a replacement dwelling.

1. GENERAL

Upon being assigned a negotiating package for an eligible displacee, the Agent will compute the maximum replacement housing payment to which the displacee is entitled.

- a. The Agent will begin by examining the information on the [Occupant Inventory Form](#) to determine the needs of the displacee and his/her family. If the information on this form was obtained more than six months earlier, the Agent will update the form by making a personal or telephone contact with the displacee to insure that all relevant information (income, monthly rent, number of occupants, etc.) is accurate. The replacement housing needs of the displacee will be evaluated using the criteria for comparability described in 6.3, [#2](#).

- a. The Department will take reasonable measures to help minority displacees relocate to [DSS](#) replacement dwellings within their financial means that are not located in an area of minority concentration. However, this policy does not require the Department to provide a larger payment than is necessary to relocate the displacee to a comparable replacement dwelling.
- b. If available, three dwellings comparable to the subject will be selected. The Agent will fill out a [Housing Inspection Report](#) on each dwelling and make a sketch of the floor plan on the reverse side of the form.
- c. If the acquired dwelling has improvements such as a detached garage, swimming pool, outbuildings or greenhouses, called major exterior attributes (MEAs), the Relocation Agent should look for comparables that have them. If the dwelling most comparable does not have the MEA, the cost of providing it will be determined and added to the purchase price for replacement housing computations.
- d. After selecting the three comparable dwellings, the Agent will choose the one most comparable to the displacement dwelling and perform an interior inspection of it.
- e. If only one or two comparables are available, the parcel file must be documented to show that attempts to locate three comparables were unsuccessful. The most comparable dwelling shall be chosen and the Agent will follow the inspection procedures described in item (d.) above.
- f. If a possible comparable is smaller in heated square footage than the acquired dwelling, the Relocation Agent shall fax the pertinent information regarding each dwelling to the Relocation Assistance Officer. The Relocation Assistance Officer will determine if the smaller comparable is functionally equivalent to the displacement dwelling according to the circumstances outlined in [CFR24.404\(c\)2](#). Approval to use the smaller comparable

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must be approved in writing by the Relocation Assistance Officer.

- g. When choosing the comparable for an occupant of a multi-family dwelling, the Agent should attempt to find a dwelling of the same type as the acquired dwelling (i.e., if the acquired dwelling is a triplex, the Agent should attempt to locate a comparable triplex). If unable to do so, the Agent should look for a comparable of the next lowest density. If there are no available multi-family dwellings on the market, the Agent will choose a single family unit that is comparable to the displacee's living unit. In no case will the Agent choose a comparable that is of a higher density than the acquired dwelling.
- h. If the comparable dwelling requires reasonable repairs or modifications to conform to decent, safe and sanitary standards, such costs may be included in the initial rent or purchase supplement calculations. Such repairs include but are not limited to replacing broken windows, screens, space heaters, etc.
- i. If no comparable rental dwellings are available on the market but a comparable unit is available for sale, the economic rental of that dwelling may be used for computations. The economic rent shall be determined using one of the following methods in successive order:
 - 1. The economic rent may be set by a District Agent familiar with rental rates in the area.
 - 2. The economic rent may be established by the Real Estate Appraisal Division.
 - 3. The economic rent may be determined by some other appropriate means upon approval by the Relocation Assistance Officer.
 - 4. Should the displacee elect to relocate to the comparable, the Department will acquire the

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property and rent it to the displacee at the displacement rent for up to 42 months.

- j. In the event no comparables are available on the market, the Agent may determine the purchase price or economic rent of a comparable dwelling based on the cost of new construction. This purchase price or economic rent will be determined by obtaining written estimates or bids, including a commitment to build or rent for the price specified, from contractors, builders and/or developers in the area. The estimates or bids will be based upon floor plans and specifications based on the most comparable floor plan that can be found or developed. If comparable plans cannot be found or developed the comparable may be based on a replica. The Relocation Assistance Officer must approve all new construction plans and specifications.

The file documentation will include the estimate/bid as well as the floor plan and specifications upon which the estimate was based. This situation may necessitate Last Resort Housing procedures. (See Sections [6.19](#) and [6.20](#).) Should this method of providing comparable housing become necessary for a displacee choosing a rental supplement, the Department will be the landlord of the unit.

1. In those cases where a specific comparable lot is not available for new construction calculations, an estimated value of a lot in the area shall be used for the computations. However, since a comparable dwelling will not have been made available to the displacee, a 90-day vacate date may not be given. The displacee will be advised that if the actual purchase price of a comparable lot is greater than the estimated value used by the Department, and is reasonable, the Department will recalculate. The Agent should also advise the displacee to notify the Department if he/she locates replacement housing,

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so the Department can determine whether the dwelling can be used as a comparable. If the displacee agrees, the Department may use his/her remainder property in the offer computations. A written statement from the displacee to this effect must be placed in the file. The Department may then give the displacee a 90-day vacate date. The value of the remainder for computations will be its after value as set forth in the appraisal. If the remainder is larger than a typical lot, a carve-out of the typical lot size will be made.

2. Economic rent or market rent on the displacement or comparable dwellings shall be established by one of the following means, in successive order:
 - a. The economic rent may be established by comparing the dwelling to similar rentals on the private market.
 - b. The Appraisal Unit may be requested to establish the economic rent for the dwelling. The District Manager should request the Relocation Assistance Officer to obtain a written statement of value from the Appraisal Unit. NOTE: The appraisal report on the displacement dwelling may already specify its economic rent. If it does, the District Manager need only document the facts in the Relocation Log.
 - c. Should the above methods be inadequate to determine economic rent, some other method may be used upon approval by the Relocation Assistance Officer.
- k. When a comparable dwelling is obviously overpriced in relation to other comparables, it shall not be used in the replacement housing payment computation.

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- I. Adjusting the purchase price of the comparable:
 1. If market conditions in the area warrant, a downward adjustment shall be made to the purchase price of the comparable dwelling. Each District shall conduct semi-annual surveys of the real estate market for each parish that has ongoing relocations during the next six months. By evaluating the asking prices and selling prices of houses that have sold during the last several months (usually six) in the parish, the District will calculate an adjustment factor for that parish. A copy of the adjustments factors shall be sent to the Relocation Assistance Officer.
 2. If the owner of the selected comparable refuses to sell it to the displacee for the adjusted asking price, the adjustment may be disregarded and the housing offer made on the lowest price the seller will accept, up to the original asking price. However, waiver of the adjustment factor can be made ONLY when the displacee purchases the comparable, and provides the Department with written documentation that the comparable cannot be purchased for the adjusted price, OR when the displacee purchases the comparable and the district office has research to indicate a zero adjustment factor for a particular area of a parish with an adjustment factor.

HOWEVER, ALL WAIVERS require written approval by the Relocation Assistance Officer.

- m. After selecting a comparable replacement dwelling for a displacee, the Agent will complete the [Replacement Comparison and Computation Form](#) and compute the maximum replacement housing offer. The computation for 180-Day Owner/Occupants shall be done in accordance with subsection [2. COMPUTING THE PURCHASE SUPPLEMENT OFFER](#); the computation for 90-Day Occupants and Short Term Occupants shall be done

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according to subsection [3. COMPUTING THE RENT SUPPLEMENT OFFER](#). After computing the offer, the Agent will prepare the appropriate offer letter to the relocatee.

- n. The Agent will make a personal contact with the displacee or his/her representative to present the replacement housing offer.
- o. If, after being presented with the Department's offer, a displacee requests assistance in finding a replacement dwelling other than the comparable, he/she will be afforded advisory services. Such services include, but are not limited to: access to the District's lists of available residential properties; information on federal and state programs and technical help in applying for such assistance; transportation to view replacement properties, especially for elderly and handicapped displacees.
- p. Should a comparable dwelling be withdrawn from the market before the displacee actually selects a replacement, the Agent who computed the payment will determine if market conditions warrant a new replacement housing computation. If necessary, a new comparable will be selected, and the relocatee notified of the adjusted offer. Should the new offer be less than the original offer, the relocation file must be well documented to show that the displacee's right to affordable comparable housing has not been violated.
- q. When the maximum replacement housing offer calculated in accordance with these procedures exceeds the specified monetary limits (\$22,500 for purchase supplements and \$5,250 for rent supplements), the payment will be made under the provisions of Last Resort Housing, as outlined in [Section 6.21](#). No Last Resort housing payments shall be made directly to the displacee, except as noted in that section.

2. COMPUTING THE PURCHASE SUPPLEMENT OFFER

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a. Basic Computation

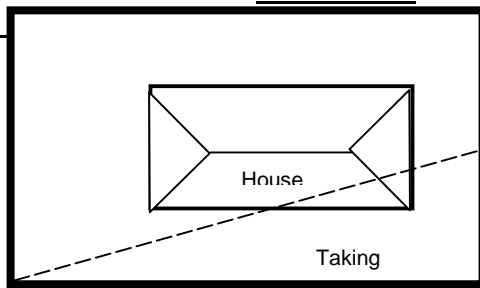
The purchase supplement offer, not to exceed \$22,500, for a 180-day owner is computed by subtracting the acquisition price of the displacement dwelling from the adjusted purchase price of the comparable.

b. Determining the acquisition price of the displacement dwelling:

1. If the acquired parcel is typical or smaller in size than is normal for residential use in the area, the acquisition price for computations will be the actual just compensation offer for the parcel, including land, improvements and damages.
2. If the acquired parcel is larger than is typical for residential use in the area, the acquisition price for computations will be the sum of the price paid for the acquired residential improvements plus the prorated portion of the acquisition price and damages paid for that portion of the acquired tract that is typical in size for residential use in the area, plus damages attributable to improvements replaced as items of comparability.

See illustration on the next page.

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TAKING IS A TYPICAL LOT OR SMALLER

Typical Lot Size	1 acre
Total Lot Size	1 acre
Land in Taking	10,890 sf

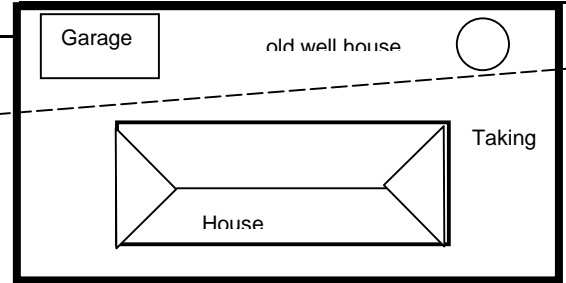
ACQUISITION PRICE

Land	\$	4,356.00
Improvement	\$	25,000.00
Damages-remainder land	\$	4,000.00
TOTAL	\$	33,356.00

Comparable has 1 acre of land

ACQUISITION PRICE FOR COMPUTATIONS

\$33,565



TAKING LARGER THAN TYPICAL LOT

Typical Lot Size	1 acre
Total Lot Size	2 acres (87120 sf)
Land in Taking	65,340 sf

ACQUISITION PRICE

Land	\$	26,136.00
improvement	\$	25,000.00
Damages-Remainder Land	\$	4,000.00
Old W ell House	\$	300.00
2-Car Detached Garage	\$	800.00
TOTAL	\$	56,236.00

Comparable has 1 acre of land and 2-car garage

COMPUTING ACQUISITION COMPUTATIONS PRICE

METHOD 1

Include Items Being Replaced in Comparable

1 acre land 43,460 sf x \$0.40	\$	17,424.00
Improvement	\$	25,000.00
2-Car Detached Garage	\$	800.00
ACQUISITION PRICE FOR COMPUTATIONS	\$	43,224.00

METHOD 2

Exclude Items Not Being Replaced

Old Well House	\$	300.00
.5 acre in taking 21,780 sf x \$0.40	\$	8,712.00
Damages to Remainder Land	\$	4,000.00

Total Carve-out \$ 13,012.00

Acquisition Price \$ 56,236.00
minus Carve-out \$ 13,012.00

ACQUISITION PRICE FOR COMPUTATIONS \$ **43,224.00**

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3. If the price the Department pays for an acquired parcel is based on usage higher or better than residential, the acquisition price used for computations will be the actual acquisition price for the parcel.
4. If the displacement dwelling has a major exterior appurtenance such as a swimming pool, outbuilding, detached garage, etc., the acquisition price used in the purchase supplement computation shall include the value of the MEA. If the comparable does not have the MEA, the cost of providing it will be added to the adjusted purchase price, as described in item [j.](#) of this section.

c. Partial Interest Owner-Occupants:

When a single family dwelling is owned by several persons, not all of whom occupy it, the replacement housing payment offer will be computed by subtracting the total acquisition price of the displacement dwelling from the adjusted purchase price of the comparable dwelling. The actual payment will be limited to the lesser of this computed amount or the difference between the owner-occupant's share of the acquisition price and the actual cost of his/her DSS replacement dwelling. However, if, in the Department's judgment, the occupant cannot afford or obtain financing for the price differential, the occupant may be considered to be a tenant of the estate and therefore be eligible for a down payment subsidy or a rental subsidy payment.

The offer will be made on the [Purchase Supplement Offer Letter – Partial Interest Owners](#).

See worksheet on the next page

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PARTIAL INTEREST OWNER-OCCUPANT

Computing Offer

Adjusted purchase price of comparable	\$ _____
- Total acquisition price of subject	\$ _____
<hr/>	
A. MAXIMUM RELOCATION OFFER	\$ _____

Computing Payment

Actual Cost of Replacement	\$ _____
- Displacee's share of acquisition price	\$ _____
<hr/>	
B. REPLACEMENT PRICE DIFFERENTIAL	\$ _____

PAYMENT IS LOWER OF A OR B ABOVE.

PURCHASE SUPPLEMENT LETTER should be revised as follows:

If all interest owners accept the Department's acquisition offer of \$____(1)____ for the purchase of your property, you may also be entitled to receive a relocation payment of up to \$____(2)____ for the purchase of a replacement house.

To receive any of this additional payment, your replacement home must cost in excess of \$____(3)____, and to receive it all, your replacement home must cost as least \$____(4)____. The actual payment will depend on the actual cost of your replacement house.

- (1.) Total acquisition offer on subject
- (2.) Maximum relocation offer
- (3.) Displacee's share of acquisition offer
- (4.) Displacee's share of acquisition offer + maximum relocation offer
(3) + (2) = (4)

d. Displacee Is a Partial Interest Owner Who Has Usufruct:

When the displacee is a partial interest owner who has usufruct, the displacee is treated as a total interest owner. However, if such a displacee is legally unable to obtain full interest in the acquisition price, he/she shall be treated as a partial interest owner.

e. Multiple Occupants of One Displacement Dwelling:

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1. If two or more occupants of the same household in a displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the Department, of any relocation payments that would have been made if the occupants had moved to the same replacement dwelling.
 2. If the Department determines that two or more owner/occupants maintain separate households within the same dwelling, such occupants have separate entitlements to relocation payments. If such a determination is made, the file must be well documented to show that the occupants did indeed maintain separate households. Such documentation should include copies of housing and utility payments made by each occupant. The offer to each occupant shall be based on comparable housing that is equivalent to the quarters occupied by that occupant, plus community rooms that are shared.
- f. Occupants of Multi-Family Dwellings:
The purchase supplement offer to the owner-occupant of a multi-family dwelling will be the difference between the prorated acquisition price of the displacee's share of living area and land in the acquired multi-family dwelling and the prorated cost of such in the comparable dwelling.
1. To calculate the prorated acquisition price of the acquired dwelling, divide the Just Compensation price for the land, improvements and damages attributable to a typical size lot in the area by the total square footage of the multi-family dwelling. This is the price per square foot of the acquired dwelling. Multiply the price per square foot by the number of square feet in the displacee's unit to determine his/her prorated share of the acquisition price.

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For example, compute the prorated acquisition price for the owner-occupant of one unit of a duplex on a lot larger than typical in the area acquired by the Department for a total Just Compensation amount of \$70,000 as follows:

Portion of Just Compensation that applies to dwelling & typical lot In neighborhood	\$65,000
Total square footage in dwelling:	3,000 sq. ft
Square footage in displacee's unit:	1,453 sq. ft
$\$65,000 \div 3000 = \21.67 per sq. foot	
$\$21.67 \times 1,453$ sq. ft = prorated acq. price	\$31,486.51

2. If the comparable dwelling is a single-family dwelling, the entire purchase price (adjusted downward, if necessary, by the adjustment factor for that parish) will be used to compute the purchase supplement offer. However, if the comparable is a multi-family dwelling, calculate the prorated cost of the individual living unit and land by dividing the purchase price (adjusted downward, if necessary) of the multi-family dwelling by the number of square feet in the entire dwelling. Multiply this price per square foot by the number of square feet in the comparable individual living unit.

For example, if the comparable for the displacee described above is a duplex, compute the prorated purchase price as follows:

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Adjusted Purchase Price	\$78,500
Total Square footage in dwelling	3,530 sq. ft
Square footage in comparable unit	1,503 sq. ft
$\$78,500 \div 3,530 \text{ sq. ft.} = \$22.24 \text{ per sq. ft.}$	
$\$22.24 \times 1,503 = \$33,426.72$ prorated	
purchase price	\$78,500

3. The purchase supplement offer to the displacee would be calculated by subtracting the prorated acquisition price from the prorated purchase price:

$$\$33,426 - \$31,486 = \$1,940 \text{ purchase supplement offer}$$

g. Owner-Occupants Who Own the Dwelling But Not The Land:

The purchase supplement offer for an owner-occupant who owns the dwelling but not the land on an acquired parcel is computed the same as for an owner-occupant of the dwelling and land: subtracting the total acquisition price of the displacement dwelling (including the site) from the adjusted purchased price of the comparable dwelling. The actual payment will depend on whether such an owner is able to get access to the acquisition money for the land. If this is the case, the displacee may provide the Department with legal documentation to this effect, and the RHP payment will be computed as it is for a total interest owner-occupant.

If this option is not available to the displacee, he/she will be treated like a partial-interest owner, and the payment will be the lesser of:

1. The Purchase Supplement Offer; or

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2. The difference between the displacee's share of the acquisition price and the actual cost of the replacement.

h. Owner-Occupants Who Reside on Same Premises as Displaced Business, Farm or Non-Profit Organization:

The purchase supplement offer to a residential owner-occupant who resides in the same building as a displaced non-residential entity is computed as follows:

1. Compute the prorated acquisition price of that portion of the building used for living quarters plus that portion of the acquired land that represents a tract typical for residential use in the area.
2. Select a comparable single-family dwelling that has approximately the same living area as the acquired dwelling.
3. The purchase supplement offer will be computed by subtracting 1. from the adjusted purchase price of 2.

i. Computing the Offer on Parcels with Remainders:

1. Uneconomic Remainders

- a. If the acquired parcel has an uneconomic remainder, the Department will offer to buy it. If the owner agrees to sell the uneconomic remainder to the Department, its value will be included in the replacement housing offer computations. However, if the owner does not sell the remainder to the Department, the value of the remainder will not be used in the computations.
- b. If the uneconomic remainder has a residentially-occupied improvement, the following procedures shall apply:

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1. The occupants shall be offered full relocation benefits, provided the owner actually sells the remainder to the Department.
2. The Owner may be allowed to retain the dwelling and use it as his/her replacement dwelling in accordance with Section 6.16.

j. Major Exterior Attributes (MEAs):

When the displacement dwelling for a 180-Day Owner-Occupant has a major exterior attribute such as an outbuilding, swimming pool, etc., its value will be included in the purchase supplement computations. No separate MEA offer shall be made. Please note: There may be instances where items that are normally minor exterior attributes are excessive or non-typical. In these cases, these items may be treated as MEAs, but only with prior approval of the Relocation Assistance Officer.

1. Computing the Offer - Comparable Has the MEA:

The agent will attempt to find a comparable dwelling that has the MEA. If the comparable has the attribute, the RHP offer will be computed by subtracting the acquisition price of the displacement dwelling from the total adjusted price of the comparable. Any portion of the RHP, including the MEA, may be coded federally participating.

2. Computing the Offer - Comparable Lacks the MEA:

If the comparable does not have the MEA, the cost of building the attribute will be added to its adjusted purchase price. The RHP offer will be computed by subtracting the acquisition price of the displacement

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dwelling from this amount. The offer will be made on the [Purchase Supplement Offer Letter –MEA](#).

The actual payment for houses with MEA's will be computed as outlined in Section 6.13 subparagraph [1.\(e\)](#).

3. Computing the offer - New Construction

In the case where there are no comparables available or where it may be economically advantageous to utilize new construction, the cost of building the attribute will be included in the RHP calculation. In this case, all of the RHP, including the cost of the MEA, may be coded federally participating.

3. COMPUTING THE RENT SUPPLEMENT OFFER

a. Offer to 180-Day Owner-Occupants:

A 180-Day Owner-Occupant eligible for a purchase supplement but who chooses to rent rather than purchase a replacement dwelling may be eligible for a rent supplement not to exceed \$5,250. The offer is computed by subtracting the economic monthly rent plus utilities of the acquired dwelling from the monthly rent plus estimated utilities at a comparable dwelling, and multiplying the difference by 42. The economic rent of the displacement dwelling shall be established in accordance with subsection [1.j.2\)](#) of this section.

b. Offer to 90-Day Occupants:

- a. The rent supplement offer for 90-Day Occupants (90-Day Owner-Occupants, and Tenants for at Least 90 Days), not to exceed \$5,250, is computed by subtracting the base monthly rental plus utilities at the displacement dwelling from the monthly rent and estimated utilities (computed in accordance with e. below) at the comparable dwelling, and multiplying the difference by 42.
- b. The base monthly rental of the displacement dwelling is the lesser of:

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1. The average actual monthly cost for rent and utilities at the displacement dwelling for the six month period prior to displacement; or
2. Thirty percent of the household's average gross household income. The income must be documented and the displacee must complete the [Certification of Monthly Income](#) form. If the person refuses to provide proof of income, the base monthly rental will be determined by 1.

c. Offer to Short Term Occupant:

A Short Term Occupant (Occupant of less than 90 days) for whom no comparable within his/her financial means is available may be eligible for rental assistance under the provisions of [Housing of Last Resort](#). The rent supplement offer is computed by subtracting 30% of the average monthly household income from the monthly rent plus estimated utilities at the comparable, and multiplying the difference by 42.

1. Subsequent Occupants (Displaced)

Subsequent Occupants who occupied the acquired parcel after the initiation of negotiations but before acquisition may be eligible for rental assistance under the provisions of Section 6.19 [Housing of Last Resort](#), if there is no comparable replacement dwelling available within their financial means. Such a displaced person is eligible for a rent supplement offer computed by subtracting 30% of the average monthly household income from the monthly rent plus estimated utilities at the comparable replacement dwelling.

2. Subsequent Occupants (Not Displaced)

Subsequent Occupants who occupied the parcel after its acquisition do not qualify as displaced, and are not eligible for rental assistance. They are, however, eligible for advisory services.

3. Utility Computations

The procedure for utility computations is based on the concept that the actual cost of utilities at the displacement dwelling is the best predictor of estimated utility costs at the comparable dwelling. This approach is based on the following facts:

- a. Utility usage is highly individualized because of ages and lifestyles of displacees; and
- b. The Relocation Assistance Act requires that displacees be offered comparables that closely resemble the characteristics of the displacement dwellings.

The utility usage of displacees in most cases is expected to remain the same after relocation, and since the comparable offered is usually similar in size and construction to the acquired dwelling, utilities at the displacement dwelling and the comparable dwelling will generally be considered to be the same and therefore need not be documented. However, if the difference in size between the comparable and displacement is 100 S.F. greater or less or there is a significant dissimilarity between the dwellings, a utility computation shall be performed, as follows:

PROCEDURES

1. Determining Utility Costs at the Displacement Dwelling:

i. Utilities Included in Rent:

If some or all utilities are included in the rent, the District Relocation Agent will contact the landlord to determine what portion of the rent is dedicated to utilities. This information will be necessary to compute utilities at the comparable. If only some utilities are included, the average actual monthly cost of the non-furnished utilities will be computed as described in b) below. This amount will be added

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to the portion of the rent dedicated to utilities to determine the total monthly utility costs.

ii. Utilities Not Included in Rent:

The average cost of utilities at the displacement will be based on the preceding six-month period. During the Occupant Inventory interview, the Agent will request copies of sewer, gas, electricity and water bills for the past 6 months. If the displacee does not have copies, the Agent will obtain the displacee's written permission to obtain these utility costs from the suppliers. When the Agent has this information, he/she will compute the average monthly cost for utilities at the displacement by adding the charges for the past 6 months and dividing the sum by 6.

iii. Displacee in Occupancy Fewer Than 6 Months:

If the displacee occupied the dwelling for fewer than six months, the Agent will compute the average monthly utilities on a "utility finding": During the Occupant Inventory interview, the Agent will obtain documentation of actual costs for the months the displacee was in occupancy. The Agent will then determine the estimated costs for the other months in the six-month period. Average utility costs can frequently be obtained from the supplier. Other acceptable sources for utility findings are HUD schedules or documented utility costs on other acquired dwellings of similar size, construction and occupancy. When the Agent has determined the estimated costs, he/she will add them to the actual costs, and compute the average monthly utility expenditure. This computation will be done on the [Utility Computation Worksheet, Utility Finding 1](#).

iv. In order to develop a data bank of approximate utility costs, each District shall open a Utility Costs file. Copies of any material or information

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concerning utility costs should be placed in this file. Such documentation may include HUD schedules, estimates from utility suppliers, and copies of actual costs of utilities on dwellings acquired by the Department.

2. Estimating Utility Costs at the Comparable:

i. Utilities Included in Rent:

If all utilities are included in the rent, no additional computation is necessary. If only some utilities are included, a computation for the non-furnished utilities will be made according to below.

ii. Comparable Has The Same Utilities as Displacement:

The estimated utility costs at the comparable dwelling will be based on the cost per square foot at the displacement dwelling multiplied by the number of square feet (heated) at the comparable.

The utility cost per square foot will be calculated by dividing the average monthly utility cost by the number of square feet (heated) at the displacement dwelling. Next, the square footage (heated) at the comparable will be multiplied by the cost per square foot at the displacement. The result will be the estimated monthly utility cost at the comparable.

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EXAMPLE

<u>Displacement Dwelling</u>	1534 Sq ft. heated
Average Monthly Utility Costs:	
	Displacement
Electricity	\$ 64.32
Gas	\$ 10.56
Water	\$ 5.00
Sewer	\$ 5.00
Total	\$ 84.88
Average Utility Cost per Square Foot:	
$\$84.88 \div 1534 = .055$	
Comparable Dwelling	1718 Sq ft heated
Estimated Monthly Utilities at Comparable:	
$1718 \text{ S.F.} \times .055 = \95.06	

iii. Unequal Utility Situation at Displacement and Comparable:

If the comparable dwelling has a utility cost (such as for heating or cooling, water or sewer) that the displacement dwelling does not have, a utility finding will be done to determine the estimated monthly cost of utilities at the displacement if it had the same utility situation as the comparable: The Agent will determine what the approximate monthly cost of the missing utility would have been at the displacement dwelling. This information can be obtained from the Utility Costs file or by contacting the utility supplier. The Agent will then add this

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amount to the actual average monthly cost of utilities to compute the utility finding. This computation will be done on the [Utility Computation Worksheet, Utility Finding 2](#).

For example, if two adults are being displaced from a 1534 S.F. displacement dwelling that has no central air and heating system, and the comparable is a 1718 S.F. house with central air and heat, the Agent will estimate the average monthly cost of central air and heat in a 1534 S.F. house occupied by two adults using the sources described above. This amount will be added to the average actual monthly utility costs. The estimated utilities at the comparable will then be computed as described in b., using the utility finding as the actual cost at the displacement.

3. Utilities at the Replacement Dwelling:

If the replacement dwelling is considered by the District Agent to be reasonably similar to the comparable dwelling, estimated utilities at the replacement dwelling will be considered equal to the estimated utilities at the comparable. If the Agent determines that the replacement is significantly dissimilar to the comparable, the estimated monthly utility cost will be adjusted accordingly and the documentation placed in the District file.

4. Computing Rent Supplements for Special or Unusual Cases:

- a. For a tenant who paid little or no rent at the acquired dwelling, use the fair market rent to compute the base monthly rental, unless doing so would cause a hardship because of the person's income or other circumstances.
- b. For a tenant who has a lower than market rent because the tenant performs a service for the landlord,

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such as making minor repairs or collecting rents from other tenants, the market rent amount shall be used in the computation unless doing so would cause a hardship. This approach assumes that the value of the service is equal to the discount in the rental rate.

- c. If the average monthly rent plus utilities paid during the last six months is not representative of the rent plus utilities normally paid by the displacee, the average of some other appropriate six-month period may be used. The reasons for such alternate computation shall be documented on the Occupant Inventory Relocation [Contact Log](#).
- d. If the present monthly rental at the acquired dwelling is not representative (too high or too low) for market rentals for similar dwellings, the economic rent will be used.
- e. A full-time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise.
- f. If the displacee receives a government-assisted rental subsidy (such as HUD Section 8), the rent at the displacement dwelling will be the lower of these three figures:
 - The economic monthly rent + average monthly utilities;
 - 30% of the average monthly gross household income; or
 - The total amount designated for monthly rent and utilities by the government-assisted program.

The lowest of these figures will be subtracted from the monthly rental plus utilities at the comparable and the difference multiplied by 42.

5. Furniture Supplement Offers

If the displacement dwelling is a furnished unit, every effort should be made to locate a furnished comparable. If this is not possible, the following policy will apply:

- i. The Agent shall attempt to have the landlord furnish the dwelling. If the landlord complies, the rental cost shall be increased to an appropriate amount to recoup the cost of the furniture over a 42-month period.
- ii. If the landlord does not agree to furnish the unit, the displacee shall be eligible for a furniture supplement in order to rent or purchase furniture. The amount of this supplement is limited to the lesser of:
 - a. the rental cost of replacement furniture for a period of 42 months; or
 - b. the purchase price of replacement furniture

The entire amount must be applied to the rental or purchase of furniture. Receipts must be placed in the Relocation File.

- iii. If the displacement dwelling was unfurnished and the comparable dwelling is furnished, the amount of the comparable's rent attributable to furniture will be carved out of the rent supplement computation.
- iv. Although the entire furniture supplement must be spent on furniture (except as noted in v. following), the furniture itself need not be comparable to that at the displacement dwelling.
- v. Should the displacee choose a down payment supplement, he/she remains eligible for a furniture

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supplement in addition to the amount of his/her down payment supplement. The furniture supplement may be applied either to the down payment or to the purchase of furniture.

6. Multiple Occupants of one Displacement Dwelling:

- i. If two or more occupants of the same household in a displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the Department, of any relocation payments that would have been made if the occupants had moved to the same replacement dwelling.
- ii. If the Department determines that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to relocation benefits. If such a determination is made, the file must be well documented to show that the occupants did indeed maintain separate households. Such documentation should include copies of rent payments and other receipts verifying the fact that each occupant paid a prorated share of expenses.

4. OFFERS FOR DOWN PAYMENT SUPPLEMENTS:

- a. 90-Day Occupants and Short Term Occupants who decide to purchase rather than rent replacement dwellings are eligible to convert their entitlement to a down payment supplement, subject to the following provisions:
 1. A 90-Day Tenant is eligible for payment of any amount up to \$5,250 that is actually applied to the purchase of the replacement dwelling, including incidentals. This is true even if the Rent Supplement Offer is \$0.

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2. A 90-Day Owner/Occupant is eligible for a payment for the purchase of a replacement dwelling, including incidental expenses, not to exceed the lesser of:
 - i. The amount the relocatee would have been eligible for as a purchase supplement had he/she met the 180-day occupancy requirement; or
 - ii. The amount of the rent supplement offer; or
 - iii. \$5,250
- b. A Short-Term Occupant or Displaced Subsequent Occupant meeting the financial need requirements is eligible for a payment of any amount that is actually applied to the purchase of a replacement dwelling, including incidentals, not to exceed the amount of the rent supplement offer.
- c. At the time the Agent presents the rent supplement offer to the relocatee, he/she should explain the relocatee's entitlement under this section.

6.13 COMPUTATIONS FOR REPLACEMENT HOUSING PAYMENT

A displacee who relocates within his/her 12-month eligibility period and otherwise meets the eligibility requirements for a replacement housing payment outlined in Section 6.11 must file an application for such benefits within eighteen months of the beginning of his prescribed eligibility period as defined in Section 6.15. When a eligible displacee makes an application for these benefits, the Real Estate Agent will compute the displacee's actual entitlement for a purchase supplement, rental supplement or down payment supplement, as described herein:

1. PURCHASE SUPPLEMENTS

a. Basic Computation

An eligible displaced 180-day owner/occupant who purchases a replacement dwelling within his/her 12-month eligibility period is entitled to a purchase supplement not to exceed \$22,500, computed as the difference between the acquisition price of the displacement dwelling and the lesser of:

1. The actual cost of the displacee's replacement dwelling; or
2. The adjusted purchase price of the comparable dwelling.

b. Determining The Actual Cost Of The Replacement Dwelling:

1. The actual cost of the replacement dwelling is the price paid for the dwelling at the time of displacement.
2. If the displacee chooses as his replacement dwelling a dwelling that he/she owned prior to displacement, the actual cost of the replacement will be the current fair market value as established by an in-house appraisal. This principle also applies to

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land owned by the displacee prior to displacement upon which the replacement dwelling will be built. If the displacee chooses his/her remainder as the replacement site, its value will be the after value as established in the appraisal report.

3. If the displacee chooses a life estate as his/her replacement, the actual cost shall be the entrance fee plus any other monetary commitments, excluding monetary service charges.
4. If the replacement dwelling requires modifications to bring it up to DSS standards, the documented cost of such modifications may be included in the actual cost of the replacement.
5. Should the displacee choose to do part or all of the construction of his/her replacement dwelling, the value of his/her labor can be considered part of the actual construction cost (sweat equity). However, profit must be deducted since it is not an incurred expense. To evaluate reasonable labor costs, bids should be obtained.

c. Payment to Owner/Occupant of a Single-Family Dwelling Owned By Several Persons, Not All Of Whom Occupy it:

The replacement housing payment to such a displaced owner/occupant shall be limited to the lesser of the offer and the difference between the displacee's share of the acquisition price and the actual cost of the replacement dwelling, as described in [6.12](#).

d. Interest Payments:

In addition to the replacement housing payment, the displacee may be entitled to payment of increased interest costs and incidental expenses incurred in purchasing a replacement dwelling. Such payment shall

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be made in accordance with the procedures described in Section 6.14.

e. Payments for Houses with Major External Attributes (MEAs):

When the displacement dwelling has a major exterior attribute such as an outbuilding, detached garage, swimming pool, etc., its value shall be included in the RHP offer computations, as described in Section 6.12, 1.e. Regardless of whether or not the replacement has the attribute or whether it is later added, the payment will be computed by subtracting the acquisition price of the displacement dwelling (including the value of the attribute) from the actual purchase price of the replacement dwelling, up to the amount of the RHP offer.

This method of handling purchase supplement payments to displaced 180-Day Owner/Occupants of dwellings with MEAs assures uniform treatment, whether or not the Department is able to find a comparable that has the attribute. However, in cases where the comparable did not have the MEA, the amount of the RHP attributable to the attribute on federal participating projects shall be coded 70. If the comparable had the MEA, the entire RHP amount will be coded 60, federal participating.

2. RENTAL SUPPLEMENTS

a. 90-Day Occupants

1. An eligible displaced 90-day occupant (a 90-Day Owner/Occupant or 90-Day or Longer Tenant) who rents a replacement dwelling within his 12-month eligibility period is entitled to a rental supplement not to exceed \$5,250, computed as 42 times the difference between the base monthly rental/utilities for the acquired dwelling and the lesser of:

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- a. The monthly rental plus estimated utilities at the replacement dwelling; or
 - b. The monthly rental plus estimated utilities at the comparable dwelling.
2. If the replacement dwelling is considered by the District Agent to be reasonably similar to the comparable dwelling, estimated utilities at the replacement dwelling will be considered equal to the estimated utilities at the comparable. If the Agent determines that the replacement is significantly dissimilar to the comparable, the estimated monthly utility cost will be adjusted accordingly and the documentation placed in the District file.
3. A 90-Day Occupant who initially rents an eligible unit that is less expensive than the comparable, and who subsequently moves to a more expensive rental unit within his 12-month eligibility period, is eligible for an additional payment. Such payment shall be computed by subtracting the rent at the first replacement unit from the lower of:
 - a. The rent at the new replacement unit, or
 - b. The rent at the comparable unit,and multiplying the difference by the number of months remaining in the 42-month period.
4. Services such as lawn mowing and garbage pickup that were furnished at the displacement unit, but are not furnished at the replacement unit are ineligible for payment.
5. If the replacement dwelling requires reasonable repairs or modifications to bring it up to DSS standards, such costs may be compensated by increasing the rental over the 42-month period.

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Such repairs and modifications include but are not limited to painting interior or exterior surfaces, and replacing broken windows, screens and space heaters, etc.

- a. If the landlord makes the necessary repairs, he/she is eligible to be reimbursed for the actual cost of the repairs, except that the amount of this payment plus the actual rent supplement payment shall not exceed the amount of the original rent supplement offer.
 - b. No payment will be made until the repairs have actually been made. The file must be documented with receipts for the repairs, and no payments will be made until the Department has inspected the dwelling and certified it as meeting DSS standards.
6. Furniture Supplement Payments to eligible displacees shall be made only if the displacee actually rents or purchases replacement furniture in accordance with Section 6.12, [Furniture Supplement Offers](#). The file must be documented with copies of the receipts.

b. 180-Day Occupants

1. An eligible displaced 180-day Owner/Occupant who chooses to rent rather than purchase a replacement dwelling is eligible to receive a rental supplement not to exceed \$5,250. The actual amount of the payment shall be the lesser of:
 - a. The amount of the purchase supplement offer;
or
 - b. 42 times the difference between the economic rent plus actual utilities at the acquired

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dwelling and the rent plus estimated utilities at the comparable dwelling; or

c. \$5,250

2. If after receiving a rent supplement, a 180-Day Owner purchases a dwelling within his **12-month period of eligibility**, he/she is eligible to receive the balance of a purchase supplement computed in accordance with Section **6.12**, after deducting the amount of the rental supplement payments made. In no case shall the total replacement housing payment exceed \$22,500.

c. Short Term Occupants and Subsequent Occupants (Displaced)

1. A Short Term Occupant (an owner/occupant or tenant of less than 90 days) or a Displaced Subsequent Occupant (a person who occupied the acquired dwelling after the initiation of negotiations but before the date of acquisition) may be eligible to receive a rent supplement if the monthly rent including utilities of a replacement dwelling is greater than 30% of his/her gross monthly household income. Such payment shall be paid under the provisions of Housing of Last Resort and shall be the lesser of:
 - a. 42 times the difference between the monthly rental including utilities at a comparable dwelling and 30% of the relocatee's average monthly household income; or
 - b. 42 times the difference between the monthly rental including utilities at the replacement dwelling and 30% of the relocatee's average monthly household income.

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2. In order to be eligible for this payment, the relocatee must submit documentation of the average monthly household income and complete the [Certification of Monthly Income form](#). If the relocatee is receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of these two amounts shall be used instead of 30% of the household income to compute the payment.

3. DOWN PAYMENT SUPPLEMENTS

a. 90-Day Occupants

1. A displaced 90-Day Occupant who is eligible for a rent supplement but chooses to purchase a replacement dwelling may elect to receive a down payment supplement instead of a rent supplement. This payment, not to exceed \$5,250, must be applied in its entirety to the purchase price of the replacement dwelling, including related incidental expenses. The down payment supplement may exceed the amount of the rent supplement offer, but in the case of a 90-Day Owner, may not exceed the amount the owner would have been eligible for as a purchase supplement had he/she been a 180-Day Owner.
2. Within the above restrictions, a relocatee who purchases a dwelling for more than \$5,250 is eligible to receive the maximum payment, with the provision that the entire amount be applied to the purchase.
3. If the price of the replacement including allowable incidentals is less than \$5,250, the relocatee is eligible for the entire amount of these costs.

b. Short Term Occupants and Subsequent Occupants (Displaced)

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A displaced short-term occupant or displaced subsequent occupant eligible to receive a rent supplement who chooses to purchase rather than rent replacement housing may convert his rent supplement to a down payment supplement. The amount of the down payment supplement is limited to the amount of the rent supplement offer up to a maximum of \$5,250, and the entire amount must be applied to the purchase price of the replacement.

c. 180-Day Owner/Occupants

A displaced 180-Day Owner is not eligible to receive a down payment supplement.

6.14 INTEREST DIFFERENTIAL AND INCIDENTAL EXPENSE PAYMENTS

Payment for increased interest is provided to compensate a 180-day owner/occupant for the additional interest costs incurred in financing a loan for a replacement dwelling at a higher interest rate than that on the acquired dwelling. Payment for incidental expenses is provided to reimburse a displacee who purchases a replacement dwelling the necessary and reasonable costs incurred incident to said purchase, excluding prepaid interest.

1. INTEREST DIFFERENTIAL

- a. The interest differential payment shall be the amount that will reduce the mortgage balance on a new mortgage to an amount that could be amortized with the same monthly payment for principal and interest as that for the mortgage(s) on the displacement dwelling. This payment shall be made only when the interest rate on the replacement dwelling is higher than that on the acquired dwelling, and the acquired dwelling was encumbered by a bonafide mortgage which was a valid lien on said dwelling for not less than 180 days prior to the initiation of negotiations on the parcel. In addition, the payment shall include other debt service costs (points, assumption fees) if not paid as incidental costs.
- b. A relocatee eligible for an interest differential payment shall be advised of the approximate amount of that payment. The estimate shall be based on financing the same amount of money as the balance of the mortgage on the acquired dwelling for the same number of months as are remaining on the mortgage on the acquired dwelling at the prevailing interest rate, using the buydown method.
- c. If the acquired dwelling is located on a tract of land normal in size for residential use in the area and the existing mortgage

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requires that the entire mortgage balance be paid because of the partial acquisition of the tract by the Department, the entire amount of the computed buydown will constitute the estimate. However, if the existing mortgage does not require that the entire mortgage balance be paid, the computed buydown estimate will be reduced by the same proportion that the acquisition price bears to the before value.

- d. If the acquired dwelling is located on a tract of land larger than normal size for residential use in the area, the mortgage balance used to compute the estimate shall be reduced by the same proportion that the value of that portion of the tract that is typical in size to a normal residential lot bears to the before value of the entire tract.
- e. The interest estimate on multi-purpose properties shall be reduced proportionally to reflect the residential value of the multi-use property relative to the before value.
- f. If the acquired dwelling is located on a tract appraised as higher or better than residential use, but the mortgage is based on the residential value, the interest estimate shall be the full amount of the computed buydown. However, if the mortgage is based on the higher use rather than residential use, the computed buydown shall be reduced by the same proportion that the estimated residential value of the parcel bears to the before value.
- g. Points on Mortgage Interest Rate Higher on Acquired Dwelling than Replacement: Determine what interest rate corresponds with 0 points. If that rate is still lower than the existing mortgage, the Department will not participate in point costs. If the interest rate with 0 points is higher than the rate of the existing mortgage, we will pay lesser of that interest differential or the points.
- h. As soon as the Real Estate Agent learns the details of the mortgage on the acquired dwelling, he/she will contact the Headquarters Relocation unit with the following information:

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1. Mortgage Information on Displacement Dwelling:

1. Mortgage balance
2. Interest rate (If the displacement has an adjustable rate mortgage, the interest rate in effect at the time of the computation shall be used.)
3. Term (number of months remaining on mortgage)
4. Monthly payment

2. Prevailing Interest Rate Information:

1. Prevailing interest rate
2. Prevailing points

j. The Headquarters Relocation Agent will compute the amount of the estimated interest differential payment using the software program New Mortgage Toolbox. The Headquarters Agent will fax the computation sheet to the District Agent. The District Agent will notify the displacee of the estimated amount of the interest payment, documenting the file [Log of Contacts](#) if this is done verbally.

k. As soon as the relocatee advises the Real Estate Agent of the specific terms of the mortgage on the replacement dwelling, the actual amount of the of the interest differential payment will be computed:

1. The payment shall be based on the unpaid mortgage balance(s) on the displacement dwelling; however, if the person obtains a smaller mortgage than the mortgage balance(s) on the displacement dwelling, the payment will be prorated and reduced accordingly. In the case of a home equity loan, the unpaid balance shall be that balance which existed 180 days prior to the initiation of negotiations or the balance on the date of acquisition, whichever is less.

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2. The payment shall be based on the remaining term of the mortgages(s) on the displacement dwelling or the term of new mortgage, whichever is shorter.
 3. The interest rate on the new mortgage used in determining the amount of the payment shall not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in area in which the replacement dwelling is located.
 4. Purchaser's points and loan origination or assumption fees, but not seller's points, shall be paid to the extent that they are not paid as incidental expenses, they do not exceed prevailing rates in the area, and they are necessary, as determined by the Department. Points and fees shall be based on the unpaid mortgage balance on the displacement dwelling, less the amount determined for the reduction of said mortgage balance by the buydown.
 5. In those instances when the relocatee chooses a loan with higher discount points than the prevailing rate/points in order to obtain a more favorable interest rate, it will be necessary to perform two interest computations, one using the prevailing interest rate plus points at that time and the other using the actual interest rate and points the relocatee has chosen. The lesser of these two amounts shall be the amount of the interest differential.
- I. As soon as the Real Estate Agent learns the details of the new mortgage on the replacement dwelling, he/she will contact the Headquarters Relocation Unit with the following information:
1. Mortgage Information on Displacement Dwelling:
 - i. Mortgage balance
 - ii. Interest rate
 - iii. Term (number of months remaining)

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- iv. Monthly payment
- 2. New Mortgage Information
 - i. New interest rate (or prevailing rate in area, if lower)
 - ii. New term
 - iii. Number of points (or prevailing rate in area, if lower)
- m. The Headquarters Relocation Agent will compute the actual interest payment using the computer software New Mortgage Toolbox and will fax the computation sheet to the District Agent. The District Agent will verbally notify the relocatee of the actual interest entitlement and will process the payment in accordance with Section [6.15](#).

2. INCIDENTAL EXPENSES

- a. Incidental expenses are those expenses incurred in the purchase of a replacement dwelling. The following items are allowable as incidental expenses if normally paid by the buyer:
 - 1. Legal, closing and related costs, including those for title search/ abstract conveyance contract preparation, notary fees, surveys, drawing or plat preparation, and recordation charges;
 - 2. Lender, FHA or VA appraisal fees;
 - 3. Lender, FHA or VA application fees;
 - 4. Tax services fees;
 - 5. Certification of structural soundness and termite inspection, when required;
 - 6. Credit report;

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7. Owner's and mortgagee's title insurance, not to exceed the cost for a comparable replacement dwelling; if the sale is a cash sale,, the cost of the warranty title deed from the closing attorney.
 8. Escrow Agent's fee;
 9. State revenue or documentary stamps, sales or transfer taxes, not to exceed the cost for a comparable dwelling;
 10. Lenders or VA loan funding fee;
 11. Mortgage insurance premiums;
 12. Reasonable loan origination or assumption fees customarily assessed for a typical loan that do not represent prepaid interest, not to exceed those payable on the old mortgage balance.
 13. EPA endorsement fee
 14. Other charges that the Department determines are necessary and incidental to the purchase.
- b. If the actual cost of the replacement dwelling exceeds the purchase price of the comparable, any incidental expense charges must be reduced to reflect only that portion applicable to the purchase price of the comparable.
 - c. Excluded as incidental expenses are any fees, costs, charges or expenses which are determined to be part of the debt service or finance charge, such as discount points and assumption fees.

6.15 CLAIMS FOR REPLACEMENT HOUSING PAYMENTS

Application for replacement housing payments shall be in writing on the Department's [Replacement Housing Payment Claim](#). The latest date for filing such application is 18 months after:

- For tenants, the date of displacement; and
- For owner-occupants, the date of displacement or the date of the final payment for the acquisition of the property, whichever is later. In the case of expropriation, the date shall be 18 months after the date of final adjudication (last legal action).

This time period may be extended up to six months by the Real Estate Administrator for good cause.

The [Replacement Housing Payment Claim](#) will be prepared by the Real Estate District Agent and presented to the displacee for signature. The Agent will then recommend approval of the claim and submit it with appropriate documentation and vouchers to the Relocation Assistance Officer.

The Relocation Assistance Officer or his/her assistant will review the claim. If the claim meets all eligibility and documentary requirements, it will be approved and processed for payment. If it does not, it will be returned to the District Agent for appropriate action.

Checks for replacement housing payments will be delivered to the displacee by a different Agent than the one who computed the payment.

PROCEDURES:

1. Prior to submitting a claim for a replacement housing payment, the Agent will complete an [Housing Inspection Form](#) for the replacement dwelling, attaching any applicable checklists, and certifying that the replacement meets the applicable standards for [decent, safe and sanitary](#) housing as set forth in 6.3.
2. If a displacee relocates to a state other than Louisiana, the Agent will request the Highway Department of that State to

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- perform the required inspection of the replacement dwelling. If circumstances make it impossible for the Agent or a third party to inspect the replacement, a certification from the displacee that he/she has occupied decent, safe and sanitary housing will be sufficient.
3. Ordinarily, payment should be deferred until the displacee actually occupies decent, safe and sanitary housing. The Department may make the payment to a displacee in advance of the actual move if it is determined that delaying the payment would cause the displacee hardship, provided he/she presents sufficient evidence of the pending purchase or rental of a decent, safe and sanitary replacement dwelling (see subparagraph 9.)
 4. Following the displacee's acceptance of the Department's replacement housing payment offer, the Agent will prepare the [Replacement Housing Claim](#) form. After completing the form, the Agent will present it to the displacee for the displacee's review and signature, and obtain any outstanding documentation necessary to support the claim. The original claim will be maintained in the Official Relocation Parcel File, which is kept at the District during relocation activities and then forwarded to Headquarters for placement in the Central File Room.
 5. The Agent will prepare a [voucher](#) for payment of the claim and submit it with the [supporting documentation](#) and a copy of the signed claim to the Relocation Assistance Officer for approval.
 6. The Relocation Assistance Officer will review the claim. If he/she finds any errors or discrepancies, he/she will return it to the District Officer for clarification or correction. If the claim meets all federal and state regulations, the Relocation Assistance Officer will approve it and forward it to the Real Estate Administrator for approval and final processing for payment by the Financial Services Section. The Financial Services Section will prepare the relocation check and forward it to the Headquarters Real Estate Unit, where the Relocation Assistance Officer will transmit it to the District.

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7. The Headquarters Relocation Unit will keep computerized records of all relocation payments. Such records shall be maintained on the VM Computer Relocation Database and shall include the following information:

Project number, parcel number, relocatee name and occupancy type, vacate date, amount and type of payments, dates relocation checks are sent to the field and delivered to the relocatee, and dates claims are filed.

These records shall be used to compile relocation payment data for federal or other reports, as mandated by law or otherwise requested.

8. When the relocation check reaches the District, an Agent other than the one who computed the replacement housing payment will deliver the check to the relocatee. Receipt of the check by the relocatee will be acknowledged on the relocation [Check Receipt](#), or in the case of an owner-occupant whose property was expropriated, on the relocation Check Receipt. The relocatee will be given a copy of the signed receipt, and another copy will be forwarded to the Relocation Assistance Officer. The original will be placed in the District Relocation parcel file.

9. Advance Payments:

All claims and checks for replacement housing payments shall be handled promptly so as to minimize any financial hardship to the displacees. In those cases where regular processing procedures would present a hardship to the displacee, advance payment of relocation monies may be requested from the Relocation Assistance Officer. For such advance payments to be approved, the relocatee must present evidence of his/her commitment to purchase or rent DSS housing. Procedures for making advance payments are as follows:

- a. The relocatee may request advance payment verbally or in writing for the amount of the computed payment.

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He/she must submit sufficient proof of purchase or rental, such as a purchase agreement, contract for new construction, lease or rent receipt.

- b. The Agent will inspect the replacement dwelling or plans for the replacement dwelling for compliance with all DSS standards.
- c. The Agent will prepare a [voucher](#) for the advance payment. Vouchers for purchase supplements and down payment supplements shall be payable jointly to the relocatee and the seller of the replacement property. Vouchers for rental supplements, interest and incidental expenses may be payable directly to the displacee. After the voucher is prepared, it shall be submitted along with the appropriate documentation and the advance request to the Relocation Assistance Officer.
- d. If the Relocation Assistance Officer agrees that advance payment is described in subparagraphs 2 through 4 above. Receipt of the check shall be acknowledged on the [Relocation Payment Check Receipt](#).

REQUIRED SUPPORTING DOCUMENTATION VOUCHERS

Vouchers for Purchase Supplements

- **Replacement Comparison and Computation Sheet**
- **Purchase Agreement or Construction Contract for Replacement Dwelling**
- **Housing Inspection Reports** on the Comparable and the Replacement
- **Claim Form** if not an advance payment

Vouchers for Rental Supplements

- **Replacement Comparison and Computation Sheet**
- **Copies of Leases or receipts for rent at displacement and replacement dwellings**
- **Utility Computation Worksheet**, if necessary
- **Housing Inspection Reports** on the Comparable and the Replacement
- **Claim Form**, if not an advance payment

Vouchers for Down Payment Supplements

- **Replacement Comparison and Computation Sheet**
- **Purchase Agreement or Construction Contract for Replacement Dwelling**
- **Housing Inspection Reports** on the Comparable and the Replacement
- **Claim Form** if not an advance payment

Vouchers for Furniture Supplements

- **Inventory of furniture in displacement dwelling**
- **Documentation of costs to rent furniture for 42 months vs. buying it**
- **Bill or receipt for replacement**
- **Claim form**, if not an advance payment.

Vouchers for Interest Payments and/or Incidentals

- **Copies of mortgages on displacement and replacement dwellings**
- **Copy of interest computations (computer printout or other)**
- **Copy of closing statement (or estimated closing statement for advance payment)**
- **Claim Form**, if not an advance payment

6.16 RETAINED REPLACEMENT DWELLING

A displaced owner-occupant should be allowed the option of retaining his/her dwelling in accordance with the Department's retention policy. In the event the relocatee chooses his/her retained dwelling as the replacement dwelling, the replacement housing payment, in the form of a purchase supplement, will be computed in accordance with the following procedures.

PROCEDURES:

1. As soon as possible after the owner-occupant elects to retain his/her dwelling as his replacement, the Agent will complete an [Inspection Report Form](#) covering the retained dwelling. It is imperative that a close inspection be made as to the condition of the dwelling prior to its relocation. Adequate interior and exterior photographs of the dwelling should be taken at this time.
2. The Agent should endeavor to monitor, to the degree practicable, the actual relocation of the dwelling. The primary purpose of this activity is to determine what structural alterations, if any, are required in relocating the dwelling as well as any damages caused to the dwelling as a result of the relocation. Photographs should be taken of all such damages and alterations.
3. The Agent should complete a second [Inspection Report Form](#) covering the dwelling at such time as the relocated structure is restored to proper living condition. Any interior or exterior additions and/or other betterments should be noted and photographed.
4. No replacement housing payment can be made unless the total replacement housing costs (lot cost, moving, restoration costs) exceed the acquisition price of the displacement property. Application for the purchase supplement will be made on the [Replacement Housing Payment Claim Form](#). The actual cost of the replacement will be the sum of:

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- a. The cost of retained dwelling (retention value set by Department), plus
 - b. The cost of moving the dwelling, plus any cost necessary to restore the dwelling and site to its condition prior to the move; plus
 - c. The cost of restoring to decent, safe, and sanitary condition; plus
 - d. The current fair market value for residential use of the replacement site. The establishment of fair market value shall, to the greatest extent practicable, be determined by the Department's Appraisal Unit. However, the services of an independent appraiser may be used if necessary.
5. The displacee may be entitled to eligible incidental expenses and increased interest payments in accordance with [6.14](#).
6. All evidence supporting the costs incurred in relocating the retained dwelling should be attached to the claim (itemized statement and all receipts are to be retained in the District file).
7. A 90-Day owner-occupant eligible for a down payment supplement may retain his/her dwelling, and the replacement housing payment, if any, will be determined in accordance with the above provisions, but may not exceed \$5,250.
8. A payment computed in accordance with the above provisions may not exceed the amount which the owner would have obtained as a purchase supplement computed on the basis of a comparable replacement dwelling.
9. In the event the displacee utilizes a previously purchased lot, the displacee shall be eligible for incidental lot purchase costs. Such incidentals must be documented with receipted bills at the time the lot was purchased.

6.17 MOBILE HOMES

Any displaced person who owns and/or occupies a mobile home located within the required acquisition site is entitled to a payment for expenses incurred in moving personal property from the displacement site. Such displacee may also be entitled to a replacement housing payment on the mobile home and/or home site.

1. GENERAL

Louisiana law considers mobile homes to be personalty rather than realty in most circumstances. Units judged to be personalty are considered movable and become items of relocation; units judged to be realty are considered immovable and are acquired by the Department.

a. Mobile Homes Which Are Realty

The only time a mobile home is considered realty and immovable is when:

1. There is an authentic act, sale, mortgage or sale with mortgage which:
 - a. Describes the mobile home as described in the Certificate of Title or Manufacturer's Certificate of Origin; and
 - b. Describes the tract of land upon which the mobile home is situated; and
 - c. Contains a declaration by the owner of the mobile home that it shall remain permanently attached to the tract described; or
2. The mobile home is totally surrounded by structures and the Appraisal declares it to be realty; or
3. The mobile home owner has recorded an affidavit of its immovability.

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Mobile homes which are tied to the land in the above manner are acquired by the Department along with the property. Owner-occupants of such units are eligible for replacement housing payments for the mobile home and home site, as well as moving payments for the cost of moving their personal property from the unit. The replacement housing payment will be computed in accordance with Section. 6.12, and eligibility will be determined by the length of time the displacee occupied the unit at the displacement site (see subparagraph d below.)

b. Owner-Occupied Mobile Homes Which Are Personality and Are Moved

Unless the mobile home is attached to the land as described above, it is considered a movable and is an item of relocation. The owner of a unit that is moved is eligible for reimbursement of the actual reasonable costs of moving. As part of the moving expense, the owner may also be entitled to payment for necessary repairs and modifications to the trailer to move it or bring it up to DSS standards. In addition, the owner may be entitled to a replacement housing payment for the mobile home site; however, he/she is not eligible for a replacement housing payment on the mobile home itself.

c. Mobile Homes Which Are Personality But Are Not Moved

Occasionally, it is impractical to move a mobile home considered personality under State Law because of one of the following reasons:

1. The mobile home is not and cannot economically be made decent, safe and sanitary because it is structurally unsound, inadequate in size to accommodate the displaced persons, or does not meet code requirements.
2. The mobile home cannot be moved without substantial damage or unreasonable cost.

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3. There are no available comparable replacement sites for the mobile home.
4. The mobile home is DSS, but mobile home park entrance requirements require extensive modifications that are not economical.
5. The mobile home cannot be relocated because it does not meet mobile home park entrance requirements.

Although the Department does not acquire such mobile homes, the owner of such a unit is eligible for a replacement housing payment for the mobile home. Such payment shall be computed using the salvage value or trade-in value of the mobile home, whichever is higher, as the acquisition price. The offer is computed by subtracting the acquisition price from the price of a comparable mobile home. Title of such mobile home remains with the relocatee, who is still responsible for moving the unit off the acquired land at his own expense.

d. Determination of Type of Occupancy

The occupancy status of a relocatee is determined by relocatee's ownership or tenancy of the mobile home - NOT the mobile home site.

The length of occupancy is determined by the length of time the displacee occupied the mobile home on the displacement site prior to the initiation of negotiations.

2. MOVING COSTS AND RELATED EXPENSES

Any displaced person who owns and/or occupies a displaced mobile home is entitled to reimbursement of moving costs and related expenses for moving the mobile home (if it is considered

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personalty and is relocated), and/or a payment for moving the contents of the mobile home.

a. Owner-Occupants of Mobile Homes Classified as Personalty

The owner-occupant of a displaced mobile home classified as personal property and relocated to the replacement site may be entitled to reimbursement of reasonable and necessary moving costs on an actual cost basis. Reimbursable expenses include, but are not limited to:

1. Moving the mobile home and other personal property.
Moving expenses are generally limited to a 50-mile radius unless the Department determines that a move in excess of 50 miles is justified.
2. Packing, crating, moving, unpacking and uncrating personal property. If these services are performed by the mobile home owner-occupant, payment will be made on the basis of \$40 for the first room and \$15 for each additional room (bathrooms included.)
3. Disconnecting and reconnecting household appliances.
4. The reasonable cost of disassembling, moving and reassembling any attached appurtenances such as porches, decks, skirting and awnings which were not acquired, plus the costs of leveling and anchoring the mobile home, and normal utility hook-up charges.
5. The cost of repairs or modifications to enable a mobile home to be moved and/or the costs necessary to make the mobile home decent, safe, and sanitary, providing the Department determines the cost is reasonable and economically feasible.
6. The cost of insurance for the replacement value of the mobile home and other personal property during the move.

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7. The replacement value of the mobile home and other personal property lost, stolen, or damaged during the moving process, which is not the fault of or due to the negligence of the displaced person or his/her agent, or employee(s) when insurance covering such loss, theft, or damage is not reasonably available.
8. A nonrefundable mobile home park entrance fee is also reimbursable as part of the moving cost benefit providing the fees do not exceed the fee charged at a comparable mobile home park. The Department must also make the determination that payment of the entrance fee is necessary in order to relocate the mobile home.
9. If the mobile home park charges an impact fee, notify the Relocation Assistance Officer for a determination of whether it is reimbursable.
10. Transportation costs of mobile home occupants to the replacement site.
11. Temporary lodging, including means, for displaced mobile home occupants while a mobile home is being relocated and reestablished at a replacement site. Temporary lodging should be based on a determination that the costs are reasonable and necessary.

b. Moving Payment to Owner/Non-Occupant of A Relocated Mobile Home

The non-occupant owner of a displaced mobile home may be reimbursed for the cost of moving the mobile home from the site based on a moving cost finding or estimate, a documented self-move, or a commercial move. The use of an estimated moving cost is appropriate because in this case the move is not considered residential, but rather a move of personal property or a business move.

c. Moving payments to Tenant-Occupants of Mobile Homes

The tenant-occupant of a displaced mobile home may be reimbursed for the actual costs of moving personal property from the mobile home, or may chose to move on the basis of the schedule. If the tenant does not own the furniture in the unit, payment will be made on the basis of \$40 for the first room and \$15 for each additional room.

2. REPLACEMENT HOUSING PAYMENTS

a. 180-Day Owner-Occupants

A displaced owner-occupant who has owned and occupied a mobile home on the displacement site for at least 180-days immediately preceding the initiation of negotiations is entitled to a replacement housing payment for a replacement site in the form of a purchase supplement if he/she owned the displacement site, or a rent or down payment supplement if he/she rented the displacement site. The displacee may also be eligible for a purchase supplement on the mobile home itself if it is acquired by the Department, or is not moved for one of the five reasons described in subsection [1.c](#).

1. CASE 1

DISPLACEE OWNS BOTH MOBILE HOME AND SITE - MOBILE HOME IS MOVED TO REPLACEMENT SITE:

The displacee is eligible for moving costs on the mobile home. Such moving costs payment may include the cost of modifications necessary to move the mobile home and/or bring it up to DSS standards. The displacee is also eligible for a purchase supplement not to exceed \$22,500 or the purchase of a replacement site, or a rent supplement not to exceed \$5,250 if he/she chooses to rent a replacement site. The computation will be based on the market rent of the replacement site minus the economic rent of the displacement site.

2. CASE 2

DISPLACEE OWNS MOBILE HOME AND SITE - MOBILE HOME LOT ACQUIRED, AND IS IMPRACTICAL TO MOVE:

The displacee is eligible for purchase supplement payments for both the mobile home and homesite, each computed individually, the sum of which shall not exceed \$22,500. The offer for the mobile home will be computed as described in subsection [1.c.](#), "Mobile Homes Which Are Personalty But Are not Moved."

If the displacee chooses to rent rather than purchase the replacement mobile home and site, he/she is eligible for rent supplements for each. The sum of the two supplements shall not exceed \$5,250.

If the displacee chooses to rent a replacement mobile home and purchase a replacement lot, or vice versa, the rent supplement shall not exceed \$5,250 and the purchase supplement payment shall not exceed the amount of the original RHP offer. In no case shall the total of the two supplements exceed \$22,500.

3. CASE 3

DISPLACEE OWNS MOBILE HOME AND RENTS SITE - MOBILE HOME IS MOVED TO REPLACEMENT SITE:

The displacee is eligible for moving costs for the mobile home. Such payment may include reasonable actual costs for repairs necessary to move the mobile home and/or bring it up to DSS standards. The displacee is also eligible for a rent supplement or down payment supplement, not to exceed \$5,250, on the replacement site.

4. CASE 4

DISPLACEE OWNS MOBILE HOME AND RENTS SITE - MOBILE HOME IS NOT ACQUIRED BUT IS IMPRACTICAL TO MOVE:

The displacee is eligible for a purchase supplement on the mobile home, computed as described in subsection [1.c.](#),

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"Mobile Homes Which Are Personalty But Are Not Moved", not to exceed the amount of the original RHP offer. He/she is also eligible for a rent supplement or down payment supplement on the site, not to exceed \$5,250. The sum of both supplements shall not exceed \$22,500.

5. CASE 5 DISPLACEE MOVES FROM MOBILE HOME TO CONVENTIONAL DWELLING:

In the case where a displaced mobile home-owner/occupant purchase and relocate to a conventional dwelling, the maximum price differential computation will be based on a comparable mobile home and homesite if the displacement unit is acquired or not practical to move. If the mobile home is not acquired and is moved, the computation will be based on a comparable site only.

6. CASE 6 DISPLACEE MOVES FROM CONVENTIONAL DWELLING TO MOBILE HOME:

In the case where a 180-Day homeowner of a conventional dwelling chooses to purchase and relocate to a mobile home, the purchase supplement will be computed in the usual manner using the conventional dwelling. The cost of the replacement site and site improvements may be included in the computation. The actual payment may not exceed the amount of the original replacement-housing offer.

b. 90-Day Owner-Occupants

A displaced owner-occupant who has owned and occupied a mobile home on the displacement site for at least 90 days but less than 180 days immediately preceding the initiation of negotiations is entitled to either a rent supplement or a down payment supplement on a replacement site. The displacee may also be eligible for a rent or down payment supplement on the mobile home itself if the Department acquires it, or it is not

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practical to move. In either case, the total rental supplement may not exceed \$5,250. If the displacee chooses the down payment option, the payment may not exceed what the displacee would have received as a 180-Day Owner-Occupant or \$5,250, whichever is less.

1. CASE 1

MOBILE HOME MOVED TO REPLACEMENT SITE:

The 90-Day Owner-Occupant of a mobile home that is moved for a moving cost payment for the mobile home. Such payment shall be based on the actual reasonable moving expenses of the mobile home, as well as the actual costs of any modifications necessary to move the mobile home and/or bring it up to DSS standards.

Such owner-occupant is also eligible for a rent supplement or down payment supplement offer on a replacement site, regardless of whether he/she rented or owned the displacement site. The rental offer will be computed by subtracting the actual or economic rent of the displacement site from the rent of a comparable site. Utilities are included. Such payment shall not exceed \$5,250.

If the displacee elects to purchase a replacement site, he/she may elect to receive a down payment. The amount will be computed in the same manner as a purchase supplement for a 180-day owner. The computed amount, which will include any estimated incidental expenses and increased mortgage costs, will set the upper limit for the down payment supplement, not to exceed \$5,250.

2. CASE 2

MOBILE HOME NOT PRACTICAL TO MOVE

If the mobile home, though considered a movable, is not practical to move because of one of the five reasons listed in subsection 1.c., the owner-occupant is eligible for a rental supplement offer on both the mobile home and home site. Such offer will be based on the rental of a comparable

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mobile home and home site minus the actual and/or economic rent of the displacement mobile home and home site, not to exceed \$5,250.

If the displacee elects to purchase a replacement unit and site, the owner-occupant may elect to receive a down payment. The amount will be computed in the same manner as a purchase supplement for a 180-Day Owner. The payment will be the lower of this amount or \$5,250.

c. 90-Day Tenants

1. A displaced tenant who has rented and occupied a mobile home on the displacement site for at least 90 days immediately preceding the initiation of negotiations is entitled to either a rent supplement or a down payment supplement on a replacement mobile home and site.
2. The rental offer will be computed by subtracting the rent of the displacement mobile home and site from the rent of a comparable mobile home and site. If the displacee owned the site, the economic rent of the site will be used in the computations. If there are no comparable mobile homes for rent in the area, a comparable single-family dwelling may be substituted. Utilities are included in the computations. The payment shall not exceed \$5,250.

If the displaced tenant wishes to relocate to the displaced mobile new site, and the rental of the mobile home is increased a reasonable amount because of refurbishment of the unit, the increased rental may be used in computing the payment.

If the displacee elects to purchase a replacement mobile home he/she may elect to receive a down payment. The actual payment may be any amount up to \$5,250 that is actually applied to the purchase of the mobile home and/or site, including incidental expenses and increased mortgage costs. If the displacee elects to rent a mobile home and purchase a site, or vice versa, he/she may choose a combination of a rent

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supplement and a down payment supplement. However, the sum of both may not exceed \$5,250.

Such displaced tenant is also eligible for a moving payment of personal property in the displacement unit, either on an actual cost basis or according to the moving schedule.

d. Short Term Tenants and Subsequent Occupants (Displaced):

A Short Term Occupant or a Subsequent Occupant (displaced) may be eligible to receive a rent supplement if the monthly rent plus utilities of a replacement exceeds 30% of the gross monthly household income. Such payment shall be paid under the provisions of Housing of Last Resort. The payment for a Short Term Occupant Or Subsequent Occupants (Displaced) shall be computed according to Section 6.13, [2.c](#).

Such displaced occupants are also eligible for moving payments for personal property in the displacement units, either on an actual cost or schedule basis.

e. Utility Adjustments for Rental Supplements On Mobile Homes

1. If the displacee owns his/her mobile home, no utility adjustment is necessary. If however, such a displacee is a tenant of the acquired site and the rental includes utilities not included in the comparable site rental, the prorated cost of those utilities shall be carved out of the rental computation.
2. If the displacee rents the mobile home and the site, utilities will be handled as discussed in Section [6.12](#) of this manual.

6.18 PURCHASE SUPPLEMENTS ON EXPROPRIATED PARCELS

When a 180-Day owner-occupant's parcel is expropriated by the Department for a just compensation amount greater than the original acquisition offer, the purchase supplement amount must be recomputed using the final just compensation amount. The owner-occupant will be required to refund the Department any excess purchase supplement amount he/she was paid.

PROCEDURES:

1. When a displaced 180-Day owner-occupant whose property is expropriated by the Department signs the [Replacement Housing Claim](#), he/she will be required to sign Section V, in which he/she agrees to refund any excess payment resulting from an increase in the just compensation amount awarded by the court. he/she agrees to the same stipulation when he/she receives the check for payment and signs the [Relocation Check Receipt](#).
2. Upon receipt of the final judgment in an expropriation case, the District Relocation Agent will check the Relocation file to see if the displacee received a purchase supplement. If he/she did, and the final judgment is an amount greater than the original acquisition offer, the Agent will so advise the Real Estate District Manager.
3. The Real Estate District Manager or his/her designee will recompute the purchase supplement payment, using the amount awarded by the court instead of the original acquisition offer.
4. The Relocation Agent will contact the displacee and inform of the amount he/she must refund the Department. The refund amount will be the difference between the purchase supplement payment made to the displacee and the recomputed purchase supplement amount.
5. If the displacee fails to refund the excess amount, the District Manager will advise the Relocation Assistance Officer. The

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Relocation Assistance Officer will notify the Legal Division, which will institute legal action for collection on the Department's behalf.

6.19 LAST RESORT HOUSING GENERAL PROVISIONS

Whenever a project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants as specified in 6.12, additional assistance may be provided them under Last Resort housing provisions. Last Resort housing provisions are utilized by the Department on any DOTD highway project that has one or more of the following situations:

1. Comparable replacement housing is not available for a displaced person(s).
2. Comparable replacement housing is available for the displaced person(s), but the computed replacement housing payment exceeds the maximum amounts established in Section 6.12, (\$22,500 for purchase supplements and \$5,250 for rental supplements).
3. There are displaced less-than-90-day occupants who cannot be relocated to comparable replacement dwellings within their financial means.
4. There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and the project cannot be advanced to completion in a timely manner without Last Resort housing assistance; and the method selected for providing last resort housing assistance is cost effective, considering all elements which contribute to total project costs.

On any relocation project that requires Last Resort housing, the District Relocation Agent will address Last Resort housing considerations as a part of the Right-of-Way Stage Relocation Plan. This part of the Right-of-Way Stage Relocation Plan will describe the needs of any Last Resort displacees, the housing necessary to meet these needs, and the method of producing this housing.

PROCEDURES

1. During the preparation of the [Right-of-Way Stage Relocation Plan](#), the Relocation Agent will determine if there are relocations that will require Last Resort housing. If there are, the Plan will include a section addressing this issue.
2. The Department will choose a comparable dwelling that places the displacee in the same occupancy status (owner or tenant) as he/she was in prior to displacement. However, if the displacee requests a change in occupancy, the Department may comply if a dwelling is available and is at least as economical as the original comparable.
3. If a tenant requests a down payment supplement, the upper limit of the payment, including closing costs and incidentals, is established by the rent supplement offer.

6.20 METHODS OF PROVIDING LAST RESORT HOUSING

When comparable replacement housing is not available and cannot otherwise be made available, the Department will provide such housing through innovative approaches and methods which may include, but are not limited to the following possible procedures.

PROCEDURES:

1. The Department may provide comparable replacement housing through the purchase of land and/or dwellings. The procedures implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are required unless such property purchased has been offered for sale on the open market or the owner voluntarily acts to sell his property to the Department, and the owner so certifies in a statement maintained in the Headquarters relocation assistance project file. This includes obtaining an appraisal for houses that will be used as seed houses. The Department shall not purchase tenant-occupied improvements for sale on the market, as seed houses.
2. The Department may provide comparable replacement housing through the rehabilitation of existing dwellings to meet decent, safe, and sanitary requirements provided the cost of acquisition and/or rehabilitation does not exceed the estimated cost of constructing, on a timely basis, a new comparable dwelling meeting the decent, safe, and sanitary requirements of the displacees.
3. The Department may provide comparable replacement housing through the construction of new dwellings, or the relocation of dwellings purchased by the Department for right of way purposes. If dwellings are relocated they will be refurbished or rehabilitated as needed.
4. The Department may provide comparable replacement housing through the transfer of real property surplus from the General Services Administration to the Department. Such transfer shall be subject to such terms and conditions as the General

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Services Administration determines necessary to protect the interest of the United States. The transfer may be made without monetary consideration, except that the Department shall pay to the United States all amounts received from the sale, lease, or other disposition of such property.

5. In those circumstances where the construction of new housing is considered the best means of providing comparable replacement housing, the Department will determine the cost of such construction in accordance with subparagraph 1.j of Section 6.12. The maximum replacement housing payment offer will then be computed and the displacee will be advised of his/her maximum offer. The actual construction will be accomplished by one of the following methods:
 - a. Contract between displacee and contractor usually followed by a letter of credit issued by the Real Estate District Officer and agreed to by the displacee and the contractor. This letter will set forth the terms of payment by the Department to the contractor. The terms of payment may be upon completion and inspection by a Real Estate District Agent, or in the form of progress payments based upon stages of construction with final payment upon completion and inspection.
 - b. Department contracts for the construction (public bids).
 - c. Department contracts with a third party such as the local public housing authority.
 - d. The Department may make a direct loan to the displacee, in the form of a [Bond for Deed](#). This strategy, which must have prior approval of the R.E. Relocation Assistance Officer, shall only be employed when all reasonable other methods of obtaining a mortgage loan have failed.
 - i. Monthly payment will be 30% of the displacee's monthly gross income, unless such a payment would create a hardship. The interest rate will be the prevailing interest rate in the area of the

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displacement, and the term will be computed accordingly. The term shall not exceed thirty years (360 months.) If the payments (including principal, interest, taxes and insurance) result in a term that exceeds 30 years, a balloon payment of the balance of the principal will be due in the 360th month. The Headquarters Relocation Unit will run an amortization table and provide one copy to the displacee and place the other in the [Bond for Deed](#) file, to be used for collecting and recording payments.

- ii. The Department will acquire title to the replacement house and will then enter into a [Bond for Deed](#) contract with the displacee, executing three original documents. The Real Estate Administrator will sign for the Department and the deed shall be recorded in the parish courthouse. One original will be retained in the Headquarters Relocation Loan file, one shall be given to the DOTD Financial Services Section, and the third shall be filed in the courthouse.
- iii. The District Relocation Agent will collect rent checks monthly and forward to Headquarters. The Headquarters Relocation Agent will record check receipt and forward check to accounting. If the displacee fails to make a monthly payment, a letter will be sent to requesting immediate payment. Should a displacee fail to make repeated consecutive payments, the Department may elect to evict, according to the provisions of the [Bond for Deed](#) instrument.
- iv. Title remains with the Department until the final payment is made. At that time, the title will be transferred to the displacee and recorded in the parish courthouse.

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6. The Department may pay for the modification of otherwise suitable replacement housing for handicapped displacees to remove architectural barriers.
7. The status of the displacee may be changed, with his concurrence, from tenant to homeowner when it is more effective to do so, as in cases where a down payment may be less expensive than a Last Resort rental supplement.
8. Under special circumstances, consistent with the definition of a comparable replacement dwelling, modified methods of providing replacement housing of Last Resort permit consideration of replacement housing based on functional equivalency, such as space and physical characteristics different from those in the displacement dwelling, including upgraded but smaller replacement housing that is DSS and adequate to accommodate persons displaced from marginal or substandard housing with probable functional obsolescence. The Relocation Assistance Officer must approve the usage of a smaller comparable. In no event, however, shall a displacee be required to move to a dwelling that is not functionally equivalent to the displacement dwelling.
9. Short Term Occupants (occupants of less than 90 days) who cannot be relocated to comparable replacement housing within their financial means are eligible for a Last Resort rental supplement. The rent supplement offer to such a displacee is computed by subtracting 30 percent of his average monthly gross household income from the monthly rent plus estimated utilities at the comparable, and multiplying the difference by 42.

The actual payment shall be the lesser of:

- a. Forty-two (42) times the difference between the monthly rental including utilities at the comparable and 30 percent of the relocatee's average monthly household income.
- b. Forty-two (42) times the difference between the monthly rental including utilities at the replacement and 30 percent of the relocatee's average monthly household income.

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The relocatee must submit documentation of the average monthly household income, and must complete the [Certification of Monthly Income Form](#). If he/she is receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of these two amounts shall be used instead of 30 percent of the household income to compute the payment.

10. A [short-term occupant](#) eligible for a rent supplement who chooses to purchase replacement housing may elect to receive a down payment supplement. The amount of the down payment, not to exceed \$5,250 is limited to the amount of the rent supplement offer. The entire amount must be applied to the purchase price of the replacement.
11. [Displaced Subsequent Occupants](#) who cannot be relocated to suitable replacement dwellings within their financial means may be eligible for a Last Resort rental supplement. The replacement dwelling need not be comparable to the displacement dwelling (see Subparagraph [8](#)). The computation of entitlement is computed as in [9.a.](#) above.

The Relocation Assistance Office will oversee all methods of providing housing of Last Resort.

6.21 LAST RESORT HOUSING PAYMENTS

Last Resort purchase supplement and down payment supplement payments shall be made jointly to the displacee and the seller or contractor of the replacement dwelling. Last Resort rent supplement payments will be made directly to the relocatee unless it is believed that establishing an escrow account is the only way to relocate the displacee to Decent Safe and Sanitary replacement housing. The decision to establish an escrow account for a displacee will be made by the Relocation Assistance Officer on the recommendation of the Real Estate District Officer.

PROCEDURES:

1. A tenant who is eligible for Last Resort housing but wishes to purchase a replacement dwelling may elect to receive a down payment supplement not to exceed the amount of the computed rental supplement offer. Such supplement must be applied in its entirety to the purchase price, including incidentals and closing costs.
2. A tenant who is eligible for a furniture supplement and who chooses a down payment supplement may apply his/her furniture supplement to the purchase price of the replacement dwelling.
3. The Relocation Agent should provide good advisory services to displaced tenants who choose the down payment option to insure that they are fully aware of all costs associated with home ownership.

6.22 RESIDENTIAL MOVING PAYMENTS

To the greatest extent practicable, no person lawfully occupying real property acquired for the construction of a DOTD highway project shall be required to move from a dwelling without at least 90 days written notice, or, if the move involves only personal property, at least 30 days written notice.

1. GENERAL

- a. A person displaced from a residential dwelling other than a mobile home is eligible for one of the two following types of moving payments:
 1. Payment of actual moving expenses, described in [ACTUAL MOVING COST OPTION](#), of this section; or
 2. A fixed payment, as described in subsection 3. [FIXED MOVING COST OPTION](#), of this section.
- b. The Agent should ascertain the moving method preferred by the displacee during one of the personal contacts, and should enter this information on the [Occupant Inventory](#).
- c. A displaced owner-occupant of a multi-family dwelling is eligible for a residential moving payment for relocating his residence. If such displacee rents out other units in the dwelling, he/she may also be eligible for a business move payment in accordance with Section [6.23](#).
- d. When the displacees at one displacement dwelling relocate to separate replacement dwellings, the moving cost payment will be determined by whether the displacees maintained the same or separate households at the displacement dwelling.
 1. If the displacees were considered to be one household, the moving cost eligibility will be determined by whether the separate move is voluntary or whether it is necessitated by the lack of

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a comparable unit. If the separate move is voluntary, and the displacees choose a fixed cost (schedule) move, the moving cost eligibility will be split equally. If they choose an actual cost move, each may be reimbursed on the actual costs of moving his/her personal property, plus a prorated share of disconnect costs at the displacement and reconnect costs at one replacement dwelling. If the separate move is necessitated by the lack of a comparable unit, each displacee is entitled to a separate moving payment.

2. If the displacees were considered to have maintained separate households, each will be entitled to separate moving payments. Such a determination can be made only if the file is well documented to show that each household had exclusive use of separate sleeping, bath and kitchen quarters in the dwelling. Documentation must also include copies of receipts or cancelled checks for separate housing and utility payments.
- e. If such displacees elect to move under the [schedule](#) option, their payment shall be determined by the number of rooms they actually occupied, as well as a proportional amount for the number of community rooms shared with the other household.
1. When an owner-occupant retains his/her dwelling as a replacement, the cost of moving the dwelling is part of his/her replacement housing payment rather than his moving expense payment. However, the displacee is eligible for a payment for moving any items that must be removed from the dwelling for the move. Such payment may be made on an actual cost or schedule basis. In order to be eligible for a schedule move, the rooms claimed must be substantially emptied of their contents. The displacee also is eligible for payment of temporary

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storage costs of personal property while the dwelling is being moved, with prior approval.

LOUISIANA RESIDENTIAL EXPENSE & DISLOCATION ALLOWANCE SCHEDULE

A. UNFURNISHED UNITS (Furniture Owned by Occupant)

1	2	3	4	5	6	7	8	Each Extra
\$250	\$350	\$450	\$550	\$625	\$700	\$775	\$850	\$75

B. FURNISHED UNITS (Furniture Not Owned by Occupant)

C. EXCEPTIONS

- a. A person displaced from a residential dwelling, including a mobile home, is eligible for a moving payment regardless of whether they move into DSS or NON-DSS housing.
- b. Payment for moving expenses shall be processed in accordance with Section 6.22.

2. ACTUAL MOVING COST OPTION

Actual cost reimbursement is payment for the actual direct expenses incurred by the displacee in conducting the move. A commercial mover may perform the move or it may be a self-move. Payment will be made on the basis of receipted bills for costs incurred.

- a. Actual costs may include any of the following:

Transportation of the displaced person and personal property up to 50 miles to the replacement site, unless the Department determines that relocation beyond 50 miles is justified. Such costs may be on a mileage basis, not to exceed current state travel rate per mile, or reasonable

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actual fee if commercial transport is used. This may include special services such as the cost of an ambulance to transport invalid displacees. The actual reasonable costs of meals and lodging, when the Department determines that such costs are justified may also be eligible.

- b. This also includes the cost of moving personal property onto remaining or other lands owned by the displacee or his landlord.
 - 1. Payment to a commercial mover for completing all or part of the move.
 - 2. If a self-move, payment for the rental of vehicles or equipment such as truck, pads, dollies, etc.
 - 3. Packing, crating, uncrating and unpacking of personal property.
 - 4. Payment for the storage of personal property up to 12 months with prior approval. A longer period of time may be approved if the Department determines that it is necessary.
 - 5. Insurance premiums to cover the replacement value of personal property for damage or loss during the move or during necessary storage.
 - 6. Replacement value of personal property lost, stolen, or damaged under certain circumstances when insurance is not reasonably available.
 - 7. Compensation paid to persons employed to help conduct the move.
 - 8. Payments to service personnel to disconnect, dismantle, remove, reassemble and reinstall household appliances and other personal property, such as a washer, dryer, telephone, etc.

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9. Other moving-related expenses that the Department determines to be reasonable and necessary.

c. The following expenses are considered ineligible:

1. Additional expenses incurred because of living in a new location;
2. The cost of moving structures, improvements or other real property in which the displaced person reserved ownership. This does not preclude payment for the costs of moving personal property into a dwelling that is retained and reoccupied on a replacement site.
3. Improvements at the replacement site;
4. Interest on loans to cover moving expenses;
5. Personal injury incurred during the move;
6. Costs for storage of personal property on real property leased or owned by the displaced person.
7. Expenses for searching for a replacement dwelling.
8. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Department.

d. Types of Actual Cost Residential Moves:

There are two basic types of actual cost residential moves: an [actual cost self move](#) and a [commercial move](#). The total amount of reimbursement under either option is limited only by costs actually incurred that the Department determines are reasonable and necessary for the move. The Agent will use good judgment in determining necessity and reasonableness of costs, and should

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provide displacees with reasons for the determinations before such costs are actually incurred.

1. Actual Cost Self Moves

- a. A displacee choosing actual cost self moves will be provided with a copy of the [Residential Actual Cost Self Move Form](#). Reimbursement for packing personal items shall be based on the hourly rate set forth on the handout. The Agent should carefully review the number of hours claimed in packing to make sure it is compatible with the inventory moved.
- b. The Agent should provide the displacee with guidelines for record keeping.
- c. Following the move, the displacee must present an inventory of the items actually moved as well as all other supporting documentation. If questionable costs are submitted, the displaced person should be given an opportunity to provide an explanation. Should the Agent disallow any items, he/she should advise the displacee of the appeal process [Section 6.6](#).

2. Commercial Moves

- a. A displacee choosing a commercial move must submit an inventory of personal property to be moved. The moving cost offer will be based on the lower of two bids submitted by commercial movers. Should there be a large disparity between the bids, the Agent should contact the bidders to ascertain the reason. The Agent may also estimate the cost of the move in order to determine whether the low bid is realistic. Should the low bid be found to be unrealistic, the high bid may be selected if it is judged to be realistic. However, the file

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must be well documented as to the inadequacy of the low bid. The displacee will be notified of the bid amount in an Establishment of [Estimated Cost of Move letter](#).

- b. In order to claim payment, the displacee must present receipted bills from the moving company. If the list of items actually moved deviates significantly from the original inventory, the established amount may be appropriately adjusted for payment.
- c. If a commercial mover submits a bid for moving the displacee, and the displacee actually employs the company to perform the move, the commercial mover shall not be paid for submitting a bid. Language in the bid proposal must provide for the cost of the estimate to be deducted from the final bill.

3. Mobile Home Moves

An owner-occupant of a displaced mobile home is eligible for a moving payment based on the actual reasonable costs of moving the mobile home, as well as a payment for packing and securing personal property, on the basis of \$40 for the first room and \$15 for each additional room.

3. FIXED MOVING COST OPTION

- a. Residential displacees may choose a self-move based on the number of rooms in the displacement dwelling. When using the [schedule](#), a "counted room" means that space in a dwelling unit containing the usual quantity of household furniture, equipment and personal property. It shall include such space as a living room, dining room, bedrooms, kitchen, recreation room, library, study, laundry room, basement, garage, workshop and patio,

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and "out buildings" if such places do, in fact, contain sufficient personalty as to constitute a room. Bathrooms will generally be excluded from the room count, unless they contain an unusual amount of furniture or other movables.

- b. Rooms or storage areas containing substantial amounts of personal property relating to the residential occupancy of the property may be counted as additional rooms. An oversized room may contain sufficient furniture for two rooms and can be considered as two rooms. An alcove dining room may be considered a separate room if it contains a normal amount of dining room furniture.
- c. Documentation of the number of rooms in the displacement dwelling, such as a sketch of the floor plan, must be included in the District and Headquarters Relocation File. The Agent determines the amount of the payment, and the displacee is not required to submit any supporting documentation other than verification of the move.
- d. The displaced tenant of a mobile home is eligible for a moving cost payment based on the schedule. If the displacement unit was unfurnished, the displacee shall be paid according to [Part A](#) of the Schedule. If the unit was furnished, the displacee shall be paid according to [Part B](#).
- e. In some cases you may have items involved in a residential move, which do not readily fit into the schedule. Examples of such items are butane tanks, satellite dishes, etc. To move these items you may estimate the cost of moving these items and add the number of rooms necessary to cover the cost of moving these items. To make these estimates you need to make phone calls to movers to see what the cost in labor and equipment would be to move these items. Document your files as to the information you received and compute your estimate. Add the number of rooms to cover the amount of your estimate.

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Example: Estimate to move a butane tank is \$160.00. Divide this amount by \$75.00, (the amount for each additional room from the schedule), this would equate to 2.1 rooms. In this case you would have to add 3 rooms to the room count to cover the cost of moving the butane tank. You will always round the number of rooms up to the nearest whole number.

- f. In other cases, the characteristics of the move may make a combination fixed move-actual cost move more desirable.

6.23 BUSINESS MOVING EXPENSES

To the greatest extent practicable, no business, farm or non-profit organization occupying real property acquired for the construction of a Department highway project shall be required to move without at least 90 days written notice, or, if the move involves only personal property, 30 days written notice. Such displacees may be eligible for moving expense payments on the basis of actual, reasonable moving costs, actual direct loss of tangible personal property, certain actual costs of reestablishing their operations, or a fixed payment in lieu of moving expenses based on the operation's average annual net earnings. Such displacees who relocate within their [18-month eligibility period](#) and otherwise meets the eligibility requirements for a moving payment outlined in this Section must file an application for such benefits within 18 months of the beginning of his prescribed eligibility period.

1. GENERAL:

- a. A displaced business, farm or non-profit organization (hereafter called a business, unless otherwise noted) may be eligible for one or more of the following moving payments:
 1. The actual reasonable costs of moving and other related expenses, as described in subsection **ACTUAL REASONABLE MOVING EXPENSE METHOD**;
 2. The cost of certain expenses incurred in searching for a replacement location for the business, as described in subsection **ACTUAL REASONABLE MOVING EXPENSE METHOD**, paragraph [1.k](#).
 3. The actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business, as described in the subsection **ACTUAL REASONABLE MOVING EXPENSE METHOD**, paragraph 1.l.

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4. Payment for certain actual costs of reestablishing the business, up to a maximum of \$10,000, as described in subsection **REESTABLISHMENT EXPENSES**. This benefit is only available to businesses that meet the definition of a small business (a business with no more than 500 persons actually working at the displacement site).
 5. A fixed payment between \$1,000 and \$20,000, based on the business's average annual net earnings, as described in subsection **FIXED PAYMENT METHOD (IN LIEU PAYMENT)**. A business choosing this method is not eligible for any of the other types of business move payments described in (1) through (4).
- b. The following moving and related expenses are not eligible for reimbursement:
1. The cost of moving any structure or other real property improvement in which the business reserved ownership;
 2. Interest on a loan to cover moving expenses;
 3. Loss of goodwill;
 4. Loss of profits;
 5. Loss of trained employees;
 6. Any additional operating expenses of a business or farm operation incurred because of operating in a new location, except as specified in subsection **REESTABLISHMENT EXPENSES**;
 7. Personal injury;

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8. Any legal fee or other cost for preparing a claim for a relocation payment or for representing this claimant before the Department;
9. Costs of storage of personal property on real property already owned or leased by the displaced business.
10. Physical changes to the real property at the replacement location of a business or farm operation except as provided as a moving or reestablishment expense.

c. Personal Property That Is Abandoned or Not Moved:

When the business displacee abandons or refuses to move personal property, and makes no effort to dispose of such property by sale or removal at no cost by a junk dealer, the owner will not be entitled to moving expenses, or losses, for the items involved. In this situation the Department should attempt to obtain a written statement from the owner that he/she is abandoning the property. The statement should itemize the abandoned items. If no such statement can be obtained, the District Agent should notify the Headquarters Relocation Unit, who will refer the parcel to Legal for filing of a Rule to Show Cause. The court will then notify the displaced business that he/she must move the property or it will be considered abandoned and disposed of by the Department.

- d. The displaced owner/occupant of a multi-family dwelling who rents the other unit(s) to tenants may be eligible for a business move payment of actual reasonable moving expenses of personal property in the rental unit(s) in addition to a residential moving payment. However, such a business is not eligible for a fixed moving method in lieu payment.
- e. Payment for business moving expenses shall be processed in accordance with Section [6.23](#).

2. TYPES OF BUSINESS MOVING EXPENSE PAYMENTS:

a. Actual Reasonable Moving Expense Method

Any displaced business or farm operation is entitled to payment for such actual moving and related expenses that the Department determines to be reasonable and necessary. Such expenses include the following:

1. Transportation of personal property up to 50 miles unless the Department determines that relocation beyond 50 miles is justified. Such costs may be on a mileage basis, not to exceed current state travel rates, or reasonable actual fee if commercial transport is used.
 - a. Packing, crating, unpacking and uncrating of personal property.
 - b. Disconnecting, dismantling, removing, reassembling and reinstalling relocated machinery, equipment and other personal property, including substitute personal property as described in item (m) below. This includes connection to utilities available nearby, as well as modifications to the personal property necessary to adapt it to the replacement site, the replacement structure or the utilities at the replacement site. It also includes modifications necessary to adapt the utilities at the replacement site to the personal property, excluding expenses for providing utilities from the right of way to the building or improvement.
 - c. Storage of personal property for 12 months with prior approval. A longer period may be

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approved if the Department determines that it is necessary.

- d. Insurance for the replacement value of the personal property in connection with the move and approved storage.
- e. Any license, permit or certification required of the displaced business at the replacement, based on the remaining useful life of the existing license, permit or certification at the displacement site.
- f. The replacement value of property lost, stolen or damaged in the move (not through the fault or negligence of the displaced person or his or her agent or employee), where insurance covering such loss is not reasonably available.
- g. Professional services necessary for planning the move of the personal property, and moving and reinstalling it at the replacement site;
- h. Relettering signs and replacing stationery on hand at the time of displacement that are rendered obsolete by the move;
- i. The reasonable cost of attempting to sell an item that is not to be relocated.
- j. Certain expenses incurred in searching for a replacement location, not to exceed \$1,000.
 - i. Allowable searching expenses include transportation, meals, lodging and the reasonable value of time actually spent searching for a replacement location. Also included are the fees of real estate agents or brokers who assist in the

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search. Excluded are costs of preparing the application for moving and related expenses.

- ii. Mileage reimbursement will be based on actual cost supported by paid receipts or at the recognized state mileage rate.
 - iii. Payment for time actually spent in the search shall be based on the claimant's average hourly rate, verified by review of income tax returns. A certified statement of time, including a log of dates, times and activities, as well as documentation of salary (income tax returns), shall accompany the claim.
 - iv. All expenses claimed must be documented on the [Searching Expense Form](#) and supported by receipted bills or other documentation.
- k. Costs associated with modifying personal property in order to conform to federal, state, or local law, are compensable as actual moving costs and are limited only to the extent that they are reasonable and necessary.

l. Direct loss of tangible personal property:

This type of payment is really a substitute for a payment for moving personal property that is not moved but is disposed of by sale or trade-in. It may be appropriate when the business is being discontinued, or when the personal property will not be used in the reestablished business. Many businesses have machinery or equipment that is old, obsolete, and of marginal value. This benefit provides the business operator a method of compensation for the item without actually having to move it.

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- i. The "direct loss" benefit allows the business to be paid an amount up to the cost to move the item. The payment shall be the lesser of:
 - a. the fair market value for the continued use of the item, minus the proceeds of the sale; or
 - b. the estimated cost to move the item to the replacement site (50-mile limit);
 - c. plus the cost of the sale.
- ii. Payment of actual direct losses may be made only after an honest effort has been made by the owner to sell the item(s), unless the Department makes the determination that the item is obsolete and/or unsellable. If efforts to sell the item are unsuccessful, or if it is declared unsellable, the fair market value for continued use shall be used in the computation.
- iii. The file must be documented with a copy of the establishment of fair market value of the item, bids for moving the item, documentation of the sales price, if any, of the items. The actual, reasonable costs of advertising and conducting the sale shall be supported by copies of bills of sale or similar documents, and by copies of any advertisements, offers to sell, auction records and other items supporting the bonafide nature of the sale. The

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Department will then assume the responsibility for moving the item.

ACTUAL DIRECT LOSS OF TANGIBLE PERSONAL PROPERTY

Payment equals the lesser of:

1. Fair market value for continued use, less proceeds from sale;

or

2. The cost of moving the item

PLUS The cost of the sale

m. Purchase of substitute personal property:

- i. This option is similar to the actual direct loss of tangible personal property option, except that the item of personal property is not moved but instead is promptly replaced with a substitute item that performs a comparable function at the replacement site. The payment shall be the lesser of:

- a. The cost of the substitute item (or a comparable item, if the substitute represents a significant upgrade), including installation costs at the replacement site, minus the proceeds of the sale or trade-in of the replaced item; or

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- b. The estimated cost of moving and reinstalling the replaced item, not including storage of the item. (The Department may base the estimated cost on a single bid or estimate.)

Purchase of Substitute Personal Property

Payment equals the lesser of:

1. Replacement cost plus installation, minus proceeds from the sale or trade-in of the item
or
2. The cost of moving the item

- n. The Department may, on a case-by-case basis, decide that moving-related expenses not listed above are reasonable and necessary, and therefore reimbursable as actual moving expenses.
- o. The owner of a displaced business who chooses an actual cost move must submit an inventory of the items to be moved and request that the Department establish an estimated cost of move. The Agent should verify the items on the list, at least on a spot-check basis. If at all possible, the Agent should assist the displaced business in preparing the inventory. In the event the displacee fails to provide such an inventory, the Agent shall prepare the inventory and

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have the displacee certify its correctness. If necessary, the Department may contract a moving specialist or inventory specialist to perform the inventory.

TIPS ON PERFORMING AN INVENTORY

- a. **DRAW A FLOOR LAYOUT.** It can be a simple free-hand sketch showing location of major items, access routes, approximate measurements, etc.
- b. **TAKE PHOTOS OF ALL MAJOR ITEMS OR GROUPS OF ITEMS.**
- c. **THE INVENTORY SHOULD BE PERFORMED IN COOPERATION WITH THE BUSINESS OWNER.**
- d. **ASK QUESTIONS ABOUT UNFAMILIAR ITEMS OR INTENTIONS OF THE BUSINESS:** How is this fastened? Can it be dismantled? Do you plan to sell it rather than move it?
- e. **DON'T RELY ON A "PAPER" INVENTORY THAT MANY BUSINESSES**
- f. **MAINTAIN ON A CONTINUOUS BASIS.** Take a physical count.
- g. **USE SPECIFIC UNITS OF MEASURE TO DESCRIBE ITEMS OR**
- h. **EXPRESS QUANTITIES.** For example, 6-8' metal shelves; not 6 shelves. Use cubic feet (CF), linear feet (LF), pounds (lbs.), etc.
- i. **NOTE THE CONDITION OF ITEMS OR SPECIAL CIRCUMSTANCES THAT ARE RELEVANT TO MOVE METHOD OR COST.** For example: machine anchoring, delicate glass display racks, machines requiring special leveling and balancing.
- j. **DO NOT FEEL COMPELLED TO DEFINE SPECIAL MOVE METHODS OR SOLVE MOVE PROBLEMS WHILE TAKING THE INVENTORY.** This is the task when writing specifications.

k. MOVING SPECIFICATIONS: The Agent should prepare or provide for the preparation of the move specifications. The specifications are detailed instructions of when and how the move will be performed. It is imperative that all who bid on the move prepare their bids on the same moving instructions. The specifications also provide the basis for agreement between all parties (Department, displacee and mover) regarding the scope of the work to be performed. The specification list shall include the following items:

1. An inventory of the items to be moved.
2. Any special handling requirements.
3. Any disconnect, removal and installation requirements.
4. The timing of the move. (No overtime is allowable without prior approval.)
5. The location of the displacement and replacement sites.
6. If the move is of a complex nature, specialized consultants may be employed to plan and expedite the move. This could include the services of specialists to develop inventories, as well as specialized industrial consultants to develop move specifications.

b. TYPES OF ACTUAL COST MOVES:

1. Commercial Move:

If the owner of the displaced business wishes to move commercially, the Agent will obtain two acceptable bids from moving companies based on the inventory and specifications. The bids shall be solicited from moving consultants with [Bid Letter](#) and [Bid Proposal Form](#). All bids must be submitted on this form, and all appropriate information on the form must be completed, such as man-hours, cost per man-hour, packing materials, equipment, etc. The lower of the two bids will constitute the offer. If there is a large disparity between the bids, the Agent should attempt to resolve it, either by contacting the bidders or preparing his/her own moving cost estimate. Should the low bid be found to be unrealistic, the high bid may be selected if it is judged to be realistic. However, the file must be well documented as to the inadequacy of the low bid. Following the move, the business must supply copies of receipted bills from the mover, as well as a certified inventory of items actually moved.

If the Agent is able to obtain only one bid for a commercial move the file must be well documented that another bid is unobtainable.

2. Self Move:

If the business wishes to take full responsibility for moving the business personally, the Agent will establish an estimate of the cost of the move, not to exceed the cost of moving commercially.

The methods of establishing the estimated cost of the move are as follows:

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a. Lower of Two Bids

The cost may be established as the lower of two acceptable bids from qualified moving firms and/or specialists based on the specifications. Bids must be submitted on the [Bid Proposal Form](#). Following the move, the owner must supply a list of items actually moved.

If the Agent is only able to obtain one independent bid, the business may submit its own estimate for the move, and this will constitute the second bid. However, the file must be well documented to clearly establish that it was not possible to obtain a second independent bid.

b. Actual Cost Self-Move

In the absence of independent moving or bids, the Agent may estimate the cost of a self-move as closely as possible. The displaced owner will then be paid his actual reasonable moving costs, supported by a completed Actual Cost Self Move Form, receipted bills or other evidence of costs incurred. Allowable expenses include:

- i. Costs for truck or equipment rental;
- ii. A reasonable amount to cover gas and oil, if the displacee's personal vehicles are used, as well as the cost of insurance and depreciation for the time the vehicles are used in accomplishing the move;
- iii. Wages paid to persons who physically participate in the move. Such costs shall

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be computed on the basis of actual hours worked at an hourly wage not in excess of that paid by commercial movers or contractors in the area;

- iv. Wages paid to employees of the business who supervise the move. Such payment will be based on their regular hourly wage times the number of hours spent supervising the move.

c. Finding

Estimates for low-cost or uncomplicated business moves, not to exceed \$5,000, may be prepared by Department Agents familiar with moving costs in the area. This type of estimate is called a finding. Estimates less than \$3,500 may be prepared by one Agent; estimates between \$3,500 and \$5,000 must be prepared two Agents. A list of items to be moved is required. Following the move, the business must supply a list of items actually moved.

- d. After computing the moving cost estimate by one of the above methods, the Agent will notify the owner of the amount on an Establishment of [Estimated Cost of Move Letter](#).
- e. The Agent should monitor the move to the degree indicated by its complexity and cost. Complicated and/or costly moves shall be more closely monitored than simple, inexpensive moves.
- f. Following the move, the displaced business must supply the Department with the documentation required for the type of move

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chosen. The amount claimed shall not exceed the amount specified in the Establishment of [Estimated Cost of Move Letter](#) unless the overage is well documented and the Department deems it reasonable and necessary. If the inventory of items actually moved deviates significantly from the original inventory, the offer will be appropriately adjusted for payment.

- g. If a commercial bidder is paid for submitting a bid and is then awarded the move, the amount of the bid payment shall be deducted from the moving payment.

3. REESTABLISHMENT EXPENSES

- i. In addition to payment for actual moving expenses, a small business is also eligible for a payment up to \$10,000 for actual reasonable and necessary expenses incurred in reestablishing the business.
- ii. If the nature of the business changes subsequent and/or simultaneous to the relocation, the business is still eligible for a reestablishment expense payment.
- iii. A small business is a business that has no more than 500 persons actually working at the displacement site. This includes self-employed individuals who work full-time at the business, businesses with no employees on site (self-service car wash, etc.) and absentee landlords. Excluded are owners of part-time home businesses that do not contribute materially to the household income.
- iv. Eligible expenses under this section include the following:

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1. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.
2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
3. Construction and installation costs for exterior signing to advertise the business.
4. Provision of utilities from right-of-way to improvements on the replacement site.
5. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
6. Licenses, fees and permits when not paid as part of moving expenses.
7. Feasibility surveys, soil testing and marketing studies.
8. Advertisement of replacement location.
9. Professional services in connection with the purchase or lease of a replacement site.
10. Estimated increased costs of operation during the first two years at the replacement site for such items as:
 - a. Lease or rental charges (increased costs for purchasing a replacement site are excluded);
 - b. Personal or real property taxes;
 - c. Insurance premiums; and
 - d. Utility charges, excluding impact fees.

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- e. Impact fees or one-time assessments for anticipated heavy utility usage.
- f. Other items that the Department considers essential to the reestablishment of the business.
- v. In no event shall total costs paid under this section exceed \$10,000.
- vi. The following expenses are not eligible as reestablishment expenses:
 - 1. Purchase of capital assets, such as office furniture, filing cabinets, machinery or trade fixtures.
 - 2. Purchase of manufacturing materials, production supplies, product inventory or other items used in the normal course of the business operation.
 - 3. Interior and exterior refurbishments at the replacement site which are for aesthetic purposes, except as provided in item (5) under eligible expenses.
 - 4. Interest on money borrowed to make the move or purchase the replacement property.
- vii. Advance payment of reestablishment expenses may be made if not doing so will create a hardship for the business. However, such requests must be documented with finalized bids or other documentation of anticipated actual costs of items claimed. A completed [Reestablishment Expense Worksheet](#) must also accompany the request.

4. FIXED PAYMENT METHOD (IN LIEU PAYMENT)

- a. An eligible business, farm and non-profit organization may choose to take a fixed payment for moving instead of payment for actual moving expenses and/or reestablishment expenses. This type of payment, called an In Lieu payment, is based on the average annual

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income of the operation for the two years preceding displacement. It cannot be less than \$1,000 nor more than \$20,000.

- b. A business displacee who wishes an In Lieu payment must submit the request in writing to the District Relocation Agent. The Agent will then submit the request with all supporting documentation to the Relocation Assistance Officer, with a recommendation for approval or disapproval based on whether the business meets the criteria outlined below. The Relocation Assistance Officer will determine the business's eligibility for the in lieu payment and notify the Agent.

- c. In Lieu Payments to Businesses

- 1. To be eligible for an in lieu payment, a business must meet the following criteria:
 - a. The business owns or rents personal property at the displacement site which must be moved and for which an expense would be incurred in such move; and the business vacates or relocates from the displacement site; and
 - b. The business cannot be relocated without a substantial loss of existing patronage. *The substantial loss of patronage criteria is assumed to exist for a displaced business unless the Department determines that it will not suffer such a loss; and*
 - c. The business is not part of a commercial enterprise that has more than three other entities that are not being acquired; and
 - d. The business contributes materially to the income of the displaced person during the two taxable years prior to displacement (or during such other period the Department determines to be more

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representative.) A business is considered to contribute materially if:

1. It had average annual gross receipts of at least \$5,000; or
 2. It had average annual net earnings of at least \$1,000; or
 3. It contributed at least 33-1/3 percent of the owner's or operator's average annual gross income from all sources; or
 4. If the above criteria create a hardship or inequity in any given case, the Department may approve other more appropriate criteria.
- e. The business is not operated solely for the purpose of renting such dwellings to others; and
- f. The business is not operated solely for the purpose of renting the site (including structures) to others.
- b. Determining the number of businesses displaced: In determining whether two or more displaced legal entities constitute a single business which is entitled to only one fixed payment, the following questions should be addressed:
- a. To what extent are the same premises and equipment shared?
 - b. Are the functions of the businesses substantially identical, interrelated or commingled?
 - c. Are the entities presented to their clientele and the public as one business?
 - d. Does the same person or a closely related person own, control or manage the businesses?

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c. Determining the amount of the payment:

The in lieu payment for a displaced business shall be based on the average annual net earnings of the business during the two taxable years prior to the taxable year in which it was displaced. It may not be less than \$1,000 or more than \$20,000.

- a. If the two taxable years specified above are not representative of the business's average annual income, the Department may use a two-year period beginning with two years prior to negotiations for the project that would be more representative. Prior to utilizing this alternative procedure, it must be determined that the proposed construction resulted in the outflow of residents who patronized the business, thereby negatively impacting the business's sales.
- b. Whenever possible, U.S. Internal Revenue Service tax returns shall be used to compute payments. The net earnings will include any compensation paid by the business to the owner, his spouse or dependents during the two-year period. In the case of a corporate owner of a business, earnings shall include any compensation paid to the spouse or dependents of the owner of a majority interest in the corporation. For the purpose of determining majority ownership, stock held by a husband, his wife, and their dependent children shall be treated as one unit.
- c. Schedule C (Form 1040) Profit or Loss from Business -- Use line for "Net profit or (loss)" plus that amount of line "Wages" that represents payment to the business owner's spouse or dependents. Copies of the appropriate IRS forms must be attached to document the amount of the wages.

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- d. Form 1120 U.S. Corporation Income Tax Return - Use line for "taxable income before net operating loss deduction and other special deductions" plus:
- e. That amount, if any, that represents compensation to the owner(s) of the business, as shown on Schedule E; and
- f. That amount, if any, on the line "salaries and wages" that represents payment to the business owner's spouse and/or dependents. Copies of the appropriate W2 forms or Form 1099 must be attached to document the amount of the wages.
- g. Form 1065 U.S. Partnership Return of Income Use line for "Ordinary income or loss from trade or business activities" plus on Schedule K, line for "Net earnings (loss) from self-employment." NOTE: If there is any income from oil, gas or geothermal properties shown on Schedule K, call Headquarters for assistance in computing the payment.
- h. If the business has no tax returns, some other acceptable method of establishing annual income may be substituted, such as a certified financial statement or an affidavit from the owner stating the business's annual net earnings. The Department reserves the right to review the financial records of the business if one of these types of documentation is used.
- i. If the business was not in operation for the full two specified taxable years, the payment shall be computed by dividing the net earnings of the business for the period it was in operation by the number of months it was in operation, then multiplying by twelve. This figure will be the amount of the In Lieu payment, within the \$1,000- \$20,000 limits.

5. In Lieu Payments to Farms

A displaced farm operation may choose an in lieu payment computed in accordance with [In Lieu Payments to Businesses](#) if it meets the following conditions:

- a. The acquisition of part of the land caused the farm operator to be displaced from the farm operation on the remaining land; or
- b. The partial acquisition caused a substantial change in the nature of the farm operation.

6. In Lieu Payments to Non-Profit Organizations:

- a. In order to qualify as a Non-Profit Organization, the operation must be incorporated under the applicable laws of the State as a non-profit organization, and must be exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code.
- b. A displaced non-profit organization may elect to take an in lieu payment if the Department determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A non-profit organization is assumed to meet these criteria unless the Department determines otherwise.
- c. The payment, which shall not be less than \$1,000 nor more than \$20,000, shall be based on the average of the gross revenues less administrative expenses for the two years prior to displacement. Any payment in excess of \$1,000 must be supported with financial statements for the two twelve-month periods used in the computation.

7. SIGNBOARDS

SECTION 6 RELOCATION ASSISTANCE

Signboards, regardless of ownership, are not items of relocation. They shall be purchased in the acquisition process.

STEPS IN HANDLING BUSINESS MOVES

1. DETERMINE IF BUSINESS WILL BE REESTABLISHED.
2. IDENTIFY REPLACEMENT SITE.
3. IDENTIFY PERSONAL PROPERTY TO BE MOVED.
4. PREPARE INVENTORY OF PERSONAL PROPERTY TO BE MOVED.
5. IDENTIFY ITEMS REQUIRING SPECIAL HANDLING, PACKING & CRATING.
6. EXPLAIN DIRECT LOSS OF TANGIBLE PROPERTY & THE PURCHASE OF SUBSTITUTE PROPERTY.
7. ASSIST IN PREPARATION OF MOVE SPECIFICATIONS.
8. DETERMINE MANPOWER & TRADESMEN NEEDED TO COMPLETE THE MOVE.
9. DETERMINE MATERIALS & EQUIPMENT NEEDED TO PERFORM THE MOVE.
10. HAVE OWNER SELECT MOVE OPTION PREFERRED.
11. ASSIST IN PREPARATION OF MOVING SCHEDULE FOR COMPLICATED MOVES.
12. INSURE THAT MOVE CONDUCTED IN ACCORDANCE WITH SPECIFICATIONS.
13. CONDUCT POST-MOVE INSPECTION.
14. PROCESS MOVING CLAIM FOR PAYMENT.

6.24 CLAIMS FOR MOVING EXPENSES

Application for moving expense payments shall be made in writing on the appropriate claim form: [Residential Moving Expense Claim Form](#) for residential displacees and [Non-Residential Moving Expense Claim Form](#) for businesses, farms and non-profit organizations. The latest date for filing such a claim is eighteen months after the later of:

1. The date the displacee moves from the acquired property; or
2. The date of acquisition, or in the case of expropriation, the date of final adjudication.

The claim will be prepared by the Real Estate District Relocation Agent and presented to the displacee for signature. The Agent will then recommend approval or disapproval of the claim and submit it with appropriate documentation and vouchers to the Relocation Assistance Officer.

The Relocation Assistance Officer will review the claim. If it meets all eligibility and documentary requirements, it will be approved and processed for payment. If there is some deficiency in the claim, it will be returned to the District Agent for appropriate action.

A different Agent than the one who computed the payment will deliver moving expense checks to the displacee.

PROCEDURES:

1. Following the displacee's move from the acquired property, the District Agent shall prepare the appropriate moving expense claim form and present it to the displacee for review and signature and to obtain any outstanding documentation necessary to support the claim. The original claim will be maintained in the official Relocation Parcel File.
2. The Agent shall prepare a [voucher](#) for payment of the claim and submit it with the [supporting documentation](#) to the Relocation Assistance Officer for approval.

SECTION 6 RELOCATION ASSISTANCE

3. The Relocation Assistance Officer or his/her assistant will review the claim. If there are any errors or discrepancies, it will be returned to the District Agent for clarification or correction. If the claim meets all federal and state regulations, the Relocation Assistance Officer will approve it and forward it to the Real Estate Administrator for approval and final processing for payment by the Financial Services Section. The Financial Services Section will prepare the relocation check and forward it to the Headquarters Real Estate Unit, where the Relocation Assistance Officer will transmit it to the District.
4. The Headquarters Relocation Unit will keep computerized records of all relocation moving payments. Such records shall be maintained on the VM Relocation Database and shall contain the following information:

Project number, parcel number, relocatee name and occupancy type, vacate date, amount and type of payments, dates relocation checks are sent to the field and delivered to the relocatee, and date claim is filed.

These records shall be used to compile relocation payment data for federal or other reports, as mandated by law or otherwise requested.

5. When the relocation check reaches the District, an Agent shall deliver the check to the displacee. Receipt of the check by the relocatee shall be acknowledged on the [Relocation Check Receipt](#). The relocatee will be given a copy of the signed receipt, and another copy will be forwarded to the Relocation Assistance Officer. The original receipt will be placed in the District relocation parcel file.
6. Advance Payments (Payments Made In Advance of Finalization of Claim Form):

All claims and checks for moving payments shall be handled promptly so as to minimize any financial hardship to the

SECTION 6 RELOCATION ASSISTANCE

displacees. In those cases where regular processing procedures would present a hardship to the displacee, advance payment of relocation monies may be made. Procedures for advance payments are as follows:

- a. The relocatee may request advance payment verbally or in writing.
- b. The Agent will prepare a voucher for the advance payment and submit it along with the appropriate documentation to the Relocation Assistance Officer.
- c. If the Relocation Assistance Officer agrees that the advance payment is appropriate, he/she will place the voucher in line for payment as described in items 3 through 5 above.

REQUIRED SUPPORTING DOCUMENTATION VOUCHERS

Residential Actual Cost Moves

- **Copies of all moving cost bids and receipts.**
- **A completed Actual Cost Self Move Form**, if the move is not done commercially and the displacee is claiming costs for labor, vehicle rental and mileage, etc must be attached.
- **Claim Form** if not advance payment.

Residential Schedule Moves

- **A copy of the floor plan of the dwelling** (not necessarily to scale) in order to document room count. If adjustments are made to the room count to compensate for storage areas, etc., a memo to the files explaining the reason for the adjustment.
- **Claim Form** if not advance payment.

Business Actual Cost Moves

As applicable:

- **Copies of all receipts, moving bids, or findings.**
- **Direct loss of tangible property:**
 1. Fair market value for continued use of item;
 2. Documentation of selling price;
 3. Receipts for advertising the sale of the item;
 4. Bids for moving the item.
- **Substitute personal property:**
 1. Replacement cost plus installation costs of new item;
 2. Computations for prorating costs of new item if it is a significant upgrade from old item;
 3. Bids for moving the item.
- **Actual cost self move:**
 1. Completed Actual Cost Self Move Form;
 2. Mileage records;
 3. Documentation of wages of any persons assisting in the move

SECTION 6 RELOCATION ASSISTANCE

- **Searching expenses**

1. Copy of Searching Expense Form with required documentation;
2. Claim Form if not advance payment.

- **Reestablishment Expenses**

1. Copy of Worksheet for Reestablishment Expenses. If partial reestablishment payments are made, a worksheet must be attached to each voucher, with the expenses for that voucher highlighted. This is necessary in order to keep a running tab of payments made.
2. As applicable: copies of all receipts or bills or firm bids, tax statements, lease charges, and utility costs; if cost to cure payment made at acquisition, copy of Appraisal Review Sheet; Claim Form if not an advance payment

- **In Lieu Payments**

As applicable:

1. Copies of tax returns used in computation (including W2 Forms or 1099 Forms to document wages to business owner's dependents or spouse, if claimed);
 2. Copies of certified financial statements;
 3. For non-profit organizations
- Copies of certified financial reports of gross revenues and certified statements of administrative costs;
 - Claim Form, if not advance payment.

6.25 COMPUTER

The Relocation Assistance Screen (Screen 10) on the Real Estate Acquisition Management System (RAMS) has been designed to aid management. All required data shall be entered promptly and accurately to effectively utilize the computer program.

PROCEDURES:

1. Upon receipt of the Right of Way Plans in the District, the Real Estate District Officer shall assign Real Estate Agent(s) to prepare Occupant inventories.
2. A copy of the completed Occupant Inventory shall be furnished to the data entry operator in order to set up the Relocation Screen. The set up of these screens should be accomplished within three (3) working days of receipt of the Occupant Inventories.
3. For updating the Relocation Screen, the information is to be written on the District Worksheet by the Real Estate Agent. This completed form should be given to the Real Estate District Officer no later than the morning of the next working day, except in certain cases of approved leave. The Real Estate District Officer shall provide this information to the data entry operator. The entry of the data should occur no later than the end of the next working day after the activity takes place.
4. The information entered on the computer by the Headquarters data entry operator shall be supplied by a Real Estate Agent trained in Relocation Assistance Policy and Procedures. The headquarters input shall be entered into the computer no later than the end of the next working day after the activity takes place.

RELOCATION EXHIBITS

Appeal Claim Form

Bid Letter and Bid Proposal Form

Bond for Deed

Certification of Monthly Income

Conceptual Stage Relocation Plan

Contact Log

Establishment of Estimated Cost of Move

Extension Letter

Housing inspection form

Informational Notice

Last Resort Rent Disbursement Schedule

Non-Residential Eligibility Letter

Non-Residential Moving Expense Claim Form

Notice of Intent to Acquire

Occupant Inventory Form - Residential

Public Hearing Information Script With Relocation / Without Relocation

Purchase Supplement Offer / MEA / Partial Interest Owner

Reestablishment Expense Worksheet

Relocation Inventory - Conceptual Stage Plan

Rent Supplement Offer

Replacement Comparison and Computation Form

Replacement Housing Payment Claim

Replacement Property Inventory - Conceptual Stage Plan

Residential Actual Cost Self Move Form

Residential Moving Expense Claim Form

Right-of-Way Stage Relocation Plan

Searching Expense Claim Form

Utility Computation Worksheet

Voucher and Address ID Form

Voucher Directions – Replacement Housing Payments

Voucher Directions – Residential Moves

Voucher Directions – Business Moves

Voucher Directions – Payment for Bids or Estimates

Wait Letter

ACTUAL COST SELF MOVE FORM

PROJECT NO. _____
PARCEL NO. _____
NAME _____

Hourly Rate- general moving activities _____
 Hourly Rate - moving equipment _____
 Mileage - Self Move - State Rate _____
 (based on odometer readings)

*The Agent must fill in rate amounts before giving form to displacees. The hourly rates shall be based on rates charged by local moving companies. The rate for moving activities shall be based on hourly rate paid to unskilled packers. The mileage reimbursement shall be limited to State travel rates.

Eligible costs include all actual, reasonable and necessary costs incurred in the moving process including packing, unpacking, loading, mileage or rental rates, materials and equipment rental or purchase, storage (with prior approval) and other expenses as appropriate.

You must complete this form and attach all receipts for service, materials and charges from other sources such as for truck rental; telephone, cable TV and other utility disconnect-reconnect charges; Packing materials; and any labor or service charges from other than family members or business employees, as appropriate.

[illegible]

TOTAL:

TOTAL:

SIGNED

DATE _____

ACQUISITION PRICE CARVE-OUT

Use if acquired parcel is larger than typical lot or if the taking includes improvements that are not MEAS and are not being replaced in the comparable dwelling

Acquired items not replaced in Comparable

**land		x		
Drives and sidewalks				
***Landscaping				
Damages				
Other Items:				
TOTAL				
ACQUISITION PRICE				
ACQUISITION PRICE FOR COMPUTATIONS				\$0.00

*Acquisition price
Less Carve-Out

*include minor structures, such as old well houses, which are not MEA's

**Only if acquired parcel is larger than typical lot

***If comparable is new construction, include landscaping unless bid includes landscaping or grass

**RELOCATION ADDRESS ID
CODE ASSIGNMENT FORM**

DISPLACEE: _____ PROJECT NO _____

SSN _____ ADDR ID: 80 PARCEL NO. _____

Each unique payee must be listed separately

CODE NO.

CODE NO.

81 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

82 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

83 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

84 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

85 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

86 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

87 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

88 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

89 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

90 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE? Y N

91 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

92 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

93 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

94 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

95 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

96 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

97 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

98 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

99 _____
VENDOR
JOINT PAYMENT WITH DISPLACEE Y N

BOND FOR DEED

UNITED STATES OF AMERICA

BY:

STATE OF LOUISIANA

TO:

PARISH OF _____

BE IT KNOW, that on this _____ day of _____ A.D. 20____,
before me, the undersigned Notary Public duly commissioned and qualified in
and for the State and Parish aforesaid, and in the presence of the competent
witnesses hereinafter named and undersigned, PERSONALLY CAME AND
APPEARED:

(Hereinafter called "Seller")

AND

(Hereinafter called "Purchaser")

Collectively the Seller and Purchaser are hereinafter referred to as "Appearers".

Appearers declare that this Contract is a **Bond for Deed** with each other to the
effect that Seller will sell and Purchaser will purchase the immovable property as
hereinafter described with any and all improvements situated thereon.

NOW IT IS CLEARLY UNDERSTOOD AND AGREED THAT THIS DOCUMENT
IS NOT A SALE, TRANSFER OR CONVEYANCE BUT ONLY A WRITTEN
AGREEMENT TO SELL, TRANSFER AND CONVEY THE HEREIN
DESCRIBED PROPERTY IN THE FUTURE PROVIDED ALL OF THE TERMS,
CONDITIONS, PAYMENTS AND OBLIGATIONS SET FORTH HEREIN ARE
FULLY, COMPLETELY AND TIMELY MET BY PURCHASER.

TERMS OF SALE: Appearers further declare that contemporaneously with the
final payment, a sale is to be executed by the said Seller in favor of the said
Purchaser in the standard form for a Louisiana cash sale with full warranty of
title. The cost of all necessary certificates and vendor's fee shall be paid by
Seller and all notarial fees and other expenses shall be paid by Purchaser.

PROPERTY: If, and only if, Purchaser makes all payments prescribed herein and promptly pays all tax assessments and insurance as set forth hereinafter. Seller will at that time execute a sufficient warranty deed, selling and conveying unto Purchaser the following described real property, to wit:

PROPERTY DESCRIPTION

The said property is subject to any and all restrictions, conditions and servitudes that may appear in the records of _____.

CERTIFICATES: Appearers take cognizance of the fact that no survey, nor title examination has been made on the herein described property examination has been made on the herein described property in connection with this Act, and Appearers do hereby relieve and release me, Notary, from any and all liability in connections with encroachment which might appear on such survey and title defects which might have been disclosed by such title examination.

PUBLIC RECORDS: This Bond for Deed will be recorded in the mortgage and conveyance records of the Parish where the Property is located.

PURCHASE PRICE: The total purchase price for the property and any improvements thereon shall be the sum of

_____ (\$_____) DOLLARS.

Appearers declared that contemporaneously with the execution of this instrument, Purchaser has paid to Seller the sum of

_____ (\$_____) DOLLARS,
cash in hand paid, the receipt whereof and the sufficiency thereof is hereby acknowledged, and Purchaser does hereby bind assigns, to pay unto Seller the additional sum of

_____ (\$_____) DOLLARS,
with interest at the rate of _____% per annum on the unpaid principal balance, payable as follows:

PAYMENTS: Said payments are to be made beginning _____, 20__, and on the same day of each succeeding month thereafter until the full principal sum has been paid. All payments are to be made to Seller, or to any banking or savings institution designated by Seller. If such an institution is designated, the Purchaser will pay the collection fees required.

ACCELERATION: Seller may require immediate payment in full of all sums if:

1. Within any consecutive twelve-month period Purchaser defaults by failing to pay in full any two monthly payments within 30 days of the due date;
OR,
2. Purchaser defaults by failing to pay in full any principal payment required by this Bond for Deed Contract within 30 days of the due date; OR
3. Purchaser defaults by failing, for a period of thirty days after notice, to perform any other obligations contained in this Bond for Deed contract.

WARRANTY: Seller further declares and warrants that the property is not subject to any liens or encumbrances whatsoever and has not been alienated since its acquisition of the same and transferred to the said Purchaser, execute or permit any mortgages, liens or encumbrances to be placed on the said property and will at the time that the title is transferred, clear any inscriptions appearing on the Mortgage and conveyance Certificates.

Further, the parties acknowledge that this contract is binding and heritable upon the heirs and assigns of all parties. In the event that the Purchaser must take legal action to cure any title defect, cancel any lien or encumbrance or other wise incur legal expenses to ensure transfer of the property (e.g. open succession in the event of the seller's death) those expenses, including attorneys' fees, will be paid by the Seller.

TAX DEDUCTION: The interest paid by the Purchaser shall be deductible on the income tax return of Purchaser as allowed by IRS.

WAIVER: Purchaser expressly consents to a waiver of the requirement of Louisiana Revised Statute 9:2943 that a Louisiana bank be designated as "Escrow" Agent. Seller and Purchaser expressly waive any right that they may have to claim the invalidity of this Bond for Deed Contract because of the noncompliance with the said statute and all parties agree not to initiate or suggest that any action be taken against Seller under R.S. 9:2947. Purchaser further understands that the said statutes are the Purchaser's protection.

SPECIAL MORTGAGE: In order to secure the full and faithful performance of the foregoing obligation of Seller to deliver title to the above described property, Seller does by these presents further specially mortgage and hypothecate the hereinabove property unto and in favor of Purchaser and Purchaser's successors and assigns.

The amount of this special mortgage is equal to the sum of all payments, including but not limited to interest, principal, insurance premiums, taxes, escrow or collection fees, the expenses of maintenance and repairs, and all other payments permitted and/or required by this contract, including reasonable

attorney's fees, paid by the Purchaser. This special mortgage shall also secure the loss value to Purchaser, which loss of value is defined to be the difference between the principal purchase price and the market value of the property at the time of foreclosure of this property. The maximum amount of the obligation secured by this special mortgage shall be three (3) times the purchase price.

REPAIRS AND OCCUPANCY: Purchaser is hereby granted the immediate right of exclusive occupancy of the herein described property and agrees to keep the property in good repair, to repair and maintain the improvements, and assume all risk of loss and destruction of said improvements. Purchaser agrees to keep the subject property covered under a termite contract with licensed and bonded pest control contractor.

NO LIENS OR PRIVILEGES: No person shall be entitled to a lien or privilege on the immovable property described hereinabove, nor a claim against Seller as owner, under R.S. 9:4801 or R.S. 9:4802 unless Seller shall have specifically agreed in writing to the price and work of any undertaking by Purchaser or any other Person.

TAXES: All taxes assessed against the herein described property up to and including the tax year 20__ have been paid. Taxes for the tax year 20__ have been prorated through the date hereof. All property taxes, any state, local or other assessments, from the date of this Act and thereafter shall be the responsibility of Purchaser, and will be promptly paid by Purchaser when due, prior to the time the same become delinquent.

INSURANCE: Purchaser further agrees to carry, at Purchaser's expense, fire and extended coverage (minimum \$ _____ personal liability) insurance and flood insurance in the minimum amount required. All necessary insurance policies to protect all parties to be in the names of the respective parties, Seller and Purchaser, as required. Certificates of such insurance shall be delivered to Seller at the time of execution of this agreement. It is understood and agreed that all insurance proceeds that might be paid under said insurance policies will be distributed between Seller and Purchaser as their respective interest may exist at the time of the payment of such insurance proceeds. If the existing insurance is continued, Purchaser agrees to review coverage to ascertain the suitability.

DEFAULT: Appraisers further declare that the payment of each installment, plus the payment of all taxes, and any state, local or other assessments and insurance premiums is of the essence of this agreement and that if any of the said installments, taxes, assessments or insurance premiums are not paid when due or if Purchaser shall in any other manner violate the covenants hereunder, them in any of such events, Purchaser shall be in default and Seller shall have the right, at Seller's option:

1. To seek specific performance of this Agreement, and to accelerate all installments due for the unexpired term of this Agreement, and declare said amount immediately due and payable, together with an attorney's fee of 20% of the total amount due by Purchaser in the event an attorney is employed to protect any interest or enforce any rights of Seller under this Agreement. Upon payment of all such amounts Seller will immediately convey title to the herein described property to Purchaser. Purchaser expressly waives demand and all notices of demand; OR
2. To have this Agreement and the Special Mortgage granted hereinabove canceled in accordance with the provisions of R.S. 2945 and Civil Code Art. 2017, without the necessity of a judicial dissolution. It is expressly agreed that Seller may serve the required forty-five day notice. Purchaser expressly waives any additional time in which to perform that may be allowed by Louisiana Civil Code Art. 2013. In such event all of Purchaser's rights under this Agreement shall be forfeited as hereinafter provided.

FORFEITURE: in the event of such default and cancellation under R.S. 9:2945, the title to the above described property shall be free and clear from any and all claims by Purchaser, and Seller shall be entitled to retain all payments heretofore made by Purchaser and all improvements placed upon-the said premises without reimbursing Purchaser therefor.

It is expressly agreed and stipulated that the initial payment, plus the total installments paid by Purchaser, constitute the stipulated compensatory amount and/or liquidated damages which Seller is entitled to retain to fairly compensate Seller for: (1) the fair and reasonable rental value of the property involved herein which is owed to Seller for Purchaser's use of the property during the term of this Agreement, (2) reasonable compensation owed to Seller for Seller's removal of the said property from the market, and the resultant loss of all opportunities to sell the subject property to a third party during the term of this agreement, (3) reimbursement of real estate broker's commission, closing fees and costs, taxes, fees and Federal and State incomes taxes paid or incurred by Seller as a result of this Agreement.

Further, Purchaser covenants and agrees that they and all persons holding possession of the property described herein shall immediately surrender said property and the improvements thereon to Seller upon cancellation of this Agreement.

NO WAIVER: Seller's failure to strictly and promptly enforce his rights under this Agreement shall NOT operate as a waiver of Seller's rights, and said Seller hereby expressly reserves the right to always enforce prompt payment of all installments during the entire term of this Agreement, or to seek cancellation of this Agreement and forfeiture of all payments to day of such cancellation, regardless of any indulgences or extensions previously grant.

COMPLIANCE: Each party agrees to comply with the reasonable requirements of the taxing and policing authorities having dominion over the property. Seller agrees to take no act which renders performance impossible by the Purchaser and to take all reasonable measures to permit Purchaser to satisfy Purchaser's obligations.

THUS DONE AND SIGNED, in my notarial offices at on the day, month and year first written at the beginning of this Agreement in the presence of _____ and _____, lawful and competent witnesses, who herewith sign their names with the Appearers, and me, Notary, after due reading of the whole.

WITNESSES:

SELLER

PURCHASER

BEFORE ME

NOTARY PUBLIC

EXHIBIT 14

PROJECT NO.
HIGHWAY
ROUTE
PARISH

DISPLACEE
PARCEL

TENANT CERTIFICATION OF MONTHLY INCOME

I/We certify that _____ is the total amount of my/our monthly income from all sources, as shown by the accounting set forth below. I/We also hereby authorize the Louisiana Department of Transportation and Development and its employees or agent to check any source to determine the accuracy of any statement herein.

*INCOME SOURCE	AMOUNT	NAME & PHONE NO. OF CURRENT EMPLOYER
MONTHLY EMPLOYMENT	_____	_____
TIPS & GRATUITIES	_____	_____
SOCIAL SERVICES	_____	
OTHER IN KIND (\$ VALUE)	_____	
ALIMONY OR CHILD SUPPORT	_____	
INSURANCE OR TRUSTS	_____	
SOC. SEC. OR RETIREMENT	_____	
OTHER (LIST BELOW)	_____	
_____	_____	
_____	_____	
_____	_____	
TOTAL MONTHLY INCOME	<u>\$0.00</u>	

*(Documentation of income must be attached.)

SIGNED

NAME: _____
Please print

NAME: _____
Please print

E X A M P L E

(DATE)

CONCEPTUAL STAGE RELOCATION PLAN

STATE PROJECT NO. 062-22-0035
F.A.P. NO. YE-S-01-04(001)
POSSUM HOLLOW - TIGERTOWN HWY.
(GATORVILLE INTERCHANGE)
ROUTE LA 241
ST. BENGAL PARISH

The proposed project will displace an estimated twenty-nine (29) families with an average number of four (4) members. Indications are that all displaced families are of low-medium to medium income range and that no displaced families are of a minority race. It is believed that all families estimated to be displaced, with the exception of possibly two (2), are owner- occupants. Estimated values of the residences range from \$20,000 to \$40,000 with the average being \$30,000. Six (6) of the twenty-nine (29) families occupy mobile homes and only replacement sites will be required. Fourteen (14) residences are of frame construction while nine (9) are brick veneer. All residences appear to be well maintained and it is believed that all meet decent, safe, and sanitary standards. It is estimated that twelve (12) businesses (all white-owned) will be displaced. Indications are that no minorities are employed in any of the businesses.

The proposed project will be along the existing alignment of Route LA 241 and there should be no divisive or disruptive effect on the community. There should be no impact on the neighborhood or housing where the relocation is likely to take place, as historically the majority of displacees in rural or semi-rural areas choose to relocate on their remainder properties or in the general area displacement.

Included in the twelve (12) businesses displaced by the proposed project there are four (4) grocery stores, two (2) drive-inns, an Amoco station, used car lot, ceramic shop, building contractor's office, car wash, and fertilizer center. Historically the majority of displaced businesses tend to relocate on remainders or in the general area of displacement on rural or semi-rural projects. Some of the owners whose businesses will be affected by the project may choose not to go back in business because of their age, high cost of suitable replacement property or possible other reasons. However, the good and/or services that had been provided by these terminated businesses would be provided by similar type businesses in the general area or provided by similar type businesses in the towns of Possum Hollow and Tigertown. There are no commercial sites listed for sale in the areas of displacement but over half of the businesses have sufficient sized remainders on which to relocate. A recent survey in the nearby

town of Possum Hollow revealed over twenty-five (25) commercial lots for sale. The displacements should not cause any effect on the economy of the area.

There is no replacement housing available in the general area. However, as stated above the great majority of owner-occupants will relocate on their remainders or in the general area of displacement. It is estimated that at least half of the residential owner-occupants have remainders of sufficient size on which to relocate. A recent survey in nearby Possum Hollow revealed thirteen (13) homes for sale in the \$25,000 to \$30,000 range; six (6) homes for sale in the \$30,000 to \$40,000 range; eight (8) homes for rent in the \$150 to \$200 range; and four (4) homes for rent in the \$200 to \$250 range. Consultations with builders in this area by Relocation Assistance personnel indicate a cost per square foot on new construction as being in the \$24 to \$26 range.

No special or unusual conditions have been identified. No discussions have been held with local officials or community groups regarding potential displacements, but none are anticipated at this time. As stated above, replacement housing is non-existent in the areas of displacement. However, we are quite certain, based on past experiences, that the great majority of owner-occupants being displaced will relocate on their remainder properties (retain and move back or construct new). Also, owner-occupants without sufficient sized remainders on which to relocate historically have been successful in securing replacement sites in the general area of displacement through sources seldom available to the general public.

In conclusion, we do not anticipate any unusual problems in providing replacement housing under our normal procedures. However, if it should become necessary, we would employ housing of last resort.

The estimated cost for right of way is \$2,777,777.00. The estimated cost for relocation assistance is \$477,777.00.

There are no facilities which shall qualify for functional replacement.

ATTACHMENTS: [Conceptual Stage Relocation Inventory](#)
[Conceptual Stage Replacement Property Inventory](#)

CONCEPTUAL STAGE RELOCATION INVENTORY

STATE PROJECT NO.

F.A.P.

HIGHWAY

ROUTE

PARISH

			RESIDENTIAL					NON-RESIDENTIAL			
ADDRESS /LOCATION	STYLE/ TYPE	CLASS/ RACE	VALUE/ MO. RENT	# BRS	EST. INCOME	RHP	MOVING	TYPE ACTIVITY	WORKERS BY RACE	MOVING	REESTAB

NOTE: Information listed herein is based on estimates and secondary sources.

STYLE	TYPE	CLASS	RACE	INCOME
S single family	B brick veneer	O owner	B Black	L low
D duplex	M masonry	T tenant	S Spanish	M middle
M multi-family	F wood frame		O Oriental	u upper
R sleeping room	C combination		I Indian	
T mobile home	A metal		W Other	
B business	O other			
F farm				
N non-profit				
C combination bus-res				

Line Study: _____

Sheet _____ of _____

Prepared by _____ Date _____

CONCEPTUAL STAGE REPLACEMENT PROPERTY INVENTORY

STATE PROJECT NO.

F.A.P.

HIGHWAY

ROUTE

PARISH

ADDRESS / LOCATION	STYLE	TYPE	NO. OF BEDROOMS	VALUE / MO. RENT

NOTE: Information listed herein is based on estimates and secondary sources.

STYLE

S single family
D duplex
M multi-family
R sleeping room
T mobile home
B business
F farm
N non-profit
C combination bus-res

TYPE

B brick veneer
M masonry
F wood frame
C combination
A metal
O other

Sheet _____
Prepared by _____

of _____
Date _____

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear Occupant:

After evaluating the inventory list you provided us, the Department has developed a moving cost estimate of *Estimated Move Cost* for moving the listed personal property from your present location to *Comp Address*.

Should the actual moving costs exceed the amount shown above, you must show just cause and documented reasons for the excess in order to receive payment.

This estimate is based on *Move Cost Estimated by*.

Sincerely,

Real Estate Agent

DELIVERED BY: _____

DATE: _____

Cc: R.E. Relocation Assistance Officer

Date

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear :

You are hereby notified that the Department of Transportation and Development has, as of _____, acquired title to the property you now occupy.

The eligibility requirements and the relocation assistance payments and services to which you may be entitled as a result of this acquisition are explained in the Department's brochure which was given to you along with the letter of eligibility delivered to you on _____.

You are hereby notified that you shall be required to vacate and surrender the Department's property no later than _____.

Any questions you may have concerning any of these matters should be directed to the Department's Real Estate Office at the address shown above or by calling the above-listed telephone number.

Sincerely,

Real Estate Agent

DELIVERED BY: _____
DATE: _____

Cc: R.E. Relocation Assistance Officer

RESIDENTIAL HOUSING INSPECTION REPORT

STATE PROJECT _____
F.A.P. _____
HIGHWAY _____
ROUTE _____
PARISH _____

DISPLACEMENT _____ COMPARABLE NO. _____ REPLACEMENT _____

ADDRESS _____

DISPLACEE _____
PARCEL No. _____

180-Day Owner-Occupant _____ 90-Day Occupant _____ Subsequent Occupant _____

Square Feet (heated)	_____	Age	_____
Type Construction	_____	No. Rooms	_____
Type neighborhood	_____	No. Bdrms	_____
Distance to Public	_____	Baths	_____
Transportation	_____	Den	_____
Distance to Shopping	_____	Living Rm	_____
Centers	_____	Dining Rm	_____
Distance to Schools	_____	Utility Rm	_____
		Other	_____
Listed by:	_____	Phone:	_____

If rental: furnished/unfurnished _____
If rental, includes any utilities? Gas _____ Elec _____ Water _____ Sewerage _____

DSS Inspection-Dwelling

Kitchen Area Contains:		Bathrooms	
a. Sink in good working condition	Y N	a. Well lighted	Y N
b. Sink connected to hot/cold water	Y N	b. Ventilated	Y N
c. Sewerage drainage system	Y N	c. Tub or Shower	Y N
d. Utility service connections	Y N	d. Lavatory	Y N
e. Space for installing appliances	Y N	e. Hot/cold water	Y N
		f. Working commode	Y N
		g. Sewerage disposal	Y N
		h. Affords privacy	Y N

Each room has provision for artificial
lighting? Y N

Safe unobstructed means of egress? Y N

a. If dwelling unit is on the second story or above with access directly from or through a common corridor, the corridor has at least two means of egress. Y N

b. If displacee is handicapped, dwelling is free of any barriers that would prevent ingress and egress Y N

DSS Inspection - Site Only

Utilities on site: Gas _____ Water _____ sewer _____ electric _____ well _____ septic tank _____

Lot size _____

Needed modifications (earthwork,MH pad, etc.) _____

Are any of the following present? dump _____ surface tanks _____ odor _____ drums _____

transformers _____ power substation _____ landfill _____ oil sheen _____

INSPECTION COMMENTS:

The dwelling/site at the aboveaddress has been inspected and in my opinion meets the standards for decent, safe and sanitary housing. yes no

Inspected by _____ R. E AGENT _____ DATE _____

October 27, 2000

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel _____

Dear Occupant:

The Department of Transportation and Development has initiated negotiations to acquire properties to accommodate construction of the above-captioned project.

The property you occupy is presently scheduled for acquisition for the project.

Enclosed is the Department's brochure ***Acquisition of Right of Way and Relocation Assistance***, which explains the eligibility requirements and benefits to which you may be entitled.

As soon as the acquisition schedule permits, you will be contacted personally concerning your possible relocation.

Yours very truly,

R. E. District Manager

Cc: Relocation Assistance Officer

A SPECIAL WORD OF CAUTION: BEFORE MOVING OR PURCHASING REPLACEMENT HOUSING, CONTACT THE DEPARTMENT TO ASSURE YOUR ELIGIBILITY AND FOR THE PROMPT PAYMENT OF YOUR RELOCATION BENEFITS. IF YOU MOVE WITHOUT OUT PRIOR NOTIFICATION TO THE DEPARTMENT, YOU RISK LOSING ALL POSSIBLE BENEFITS PROVIDED BY THE RELOCATION ASSISTANCE PROGRAM.

INVITATION TO BID

The Department of Transportation and Development is requesting a bid for moving services for performing the work described on the attached Bid Proposal form.

Your bid must be submitted on the form, and must contain the total moving cost, itemized to include the hours and hourly rates for labor and equipment, insurance, and any other special charges required for the move. It should include costs for packing, disconnecting, disassembling, loading, transporting up to 50 miles, unloading, unpacking and reconnecting (excluding the cost of materials or alterations).

_____ Turn Key Bid

_____ Do not include any items in your bid which you must subcontract.

All the personal property listed on the attached inventory shall be considered in your move, but this list is not necessarily all-inclusive. Should you be contracted to perform the move, all work shall be performed in accordance with all laws, ordinances, codes or regulations that may govern or affect the performance of the work.

The completed and signed bid application form should be returned to the following address as soon as possible:

The Department will pay a reasonable amount for the cost of the estimate, but should you be awarded the move, the cost of the estimate shall be deducted from the move payment.

NOTE: Do not submit the estimate or any amounts to the parties concerned.

Sincerely,

R.E. AGENT

ATTACHMENTS: Inventory List
Bid Proposal Form

BID PROPOSAL FORM
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PROJECT NO. _____	MOVING COMPANY _____
PARCEL NO. _____	ADDRESS: _____
DISPLACEE _____	PHONE: _____

MOVE FROM: _____

MOVE TO: _____

SPECIFICATIONS:

PACKING AND UNPACKING LABOR

Packing Man-hours _____	x	Cost Per Man-hour \$ _____	=	\$ _____
Unpacking Man-hours _____	x	Cost Per Man-hour \$ _____	=	\$ _____
SUBTOTAL =				\$ _____

PACKING MATERIAL

Description	Quantity	Charge	Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Attach extra sheet, if necessary.			SUBTOTAL = \$ _____

MOVING LABOR

Moving Man-hours _____	x	Cost Per Man-hour \$ _____	=	\$ _____
SUBTOTAL =				\$ _____

EQUIPMENT

Description	Hours/Miles	Charge	Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Attach extra sheet, if necessary.			SUBTOTAL = \$ _____

INSURANCE

_____ @ \$ _____ per pound	SUBTOTAL =	\$ _____
----------------------------	------------	----------

DISCONNECT AND RECONNECT

Disconnect Costs \$ _____	+	Reconnect Costs \$ _____	=	SUBTOTAL = \$ _____
---------------------------	---	--------------------------	---	---------------------

SPECIAL SERVICES REQUIRED

Service	Charge	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
SUBTOTAL =		\$ _____

STORAGE (PER MONTH)

Estimated Pounds _____	@	\$ _____ per pound	=	\$ _____
Insurance _____	@	\$ _____ per \$100	=	\$ _____
Move out of Storage _____		\$ _____	=	\$ _____
SUBTOTAL =				\$ _____
TOTAL BID =				\$ _____

LAST RESORT RENT SUPPLEMENT INSTALLMENT WORKSHEET

S.P. _____ Parcel No. _____ Name _____

USE INFORMATION ON THIS WORKSHEET TO COMPLETE DISBURSEMENT SCHEDULE.

COMPUTING THE NUMBER OF INSTALLMENTS

$$\frac{\text{Total Supplement}}{\$5,250} = \frac{0}{(a)}$$

The whole number in (a) represents the number of \$5,250 payments. The fraction, if any, indicates that the last payment will be less than \$5,250.

COMPUTING THE AMOUNT OF THE LAST PAYMENT

$$\$5,250 \times \frac{\text{number of \$5,250 payments}}{\text{number of \$5,250 payments}} = \frac{\$0.00}{(b)}$$

$$\frac{\$0.00}{\text{Total Supplement}} - \frac{\$0.00}{(b)} = \frac{\$0.00}{\text{Amount of last payment}}$$

COMPUTING THE MONTHLY PAYMENT INTERVAL

$$\frac{\$5,250}{\frac{\$0.00}{\text{monthly rent differential}} \div 42} = \frac{\#DIV/0!}{\text{payment interval in months}} \quad (\text{round down to next whole no.})$$

42 MONTH PERIOD AND INSTALLMENT CALENDER

1998	1999	2000	2001	2002
JANUARY	JANUARY	JANUARY	JANUARY	JANUARY
FEBRUARY	FEBRUARY	FEBRUARY	FEBRUARY	FEBRUARY
MARCH	MARCH	MARCH	MARCH	MARCH
APRIL	APRIL	APRIL	APRIL	APRIL
MAY	MAY	MAY	MAY	MAY
JUNE	JUNE	JUNE	JUNE	JUNE
JULY	JULY	JULY	JULY	JULY
AUGUST	AUGUST	AUGUST	AUGUST	AUGUST
SEPTEMBER	SEPTEMBER	SEPTEMBER	SEPTEMBER	SEPTEMBER
OCTOBER	OCTOBER	OCTOBER	OCTOBER	OCTOBER
NOVEMBER	NOVEMBER	NOVEMBER	NOVEMBER	NOVEMBER
DECEMBER	DECEMBER	DECEMBER	DECEMBER	DECEMBER

**LAST RESORT RENT SUPPLEMENT
DISBURSEMENT SCHEDULE**

State Project No. _____
Parcel No. _____
Displacee _____

I understand my entitlement to a Rent Supplement under the Uniform Relocation Assistance Act as shown on the attached Replacement Housing Claim Form. In accordance with Department of Transportation and Development procedures, this entitlement will be disbursed over the following 42 months according to the following schedule.

Installment Date	Check Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL SUPPLEMENT	\$0.00

I acknowledge that it is my responsibility to advise the Department Real Estate Relocation Section of any change in my address so that they can deliver my remaining payments.

_____ CLAIMANT	_____ DATE	_____ CLAIMANT	_____ DATE
_____ REAL ESTATE AGENT		_____ DATE	

STATE PROJECT NO. _____

F.A.P. _____

HIGHWAY _____

ROUTE _____

PARISH _____

MOVING EXPENSE CLAIM
(NON-RESIDENTIAL)

Parcel No. _____

Claimant _____

Old Address _____

New Address _____

New telephone _____

Business Name _____

Owner _____

Tenant _____

Commercial _____

Non-profit _____

Farm _____

Outdoor Advertising Sign _____

I. MOVING EXPENSE COST (A or B)

A. Commercial Move

1 Moving Company _____

2 Date moved to new address _____

3 Moving Expense to Company _____

2

4 Storage Expense _____

a. Location of storage _____

b. Date into storage _____

c. Date out of storage _____

d. Storage costs _____

5 Reestablishment Expenses (attach worksheet) _____

6 Total Charges (sum of lines 3, 4.d, and 5) _____

(All charges must be supported by receipted invoices)

\$0.00

B. Self Move (Not to exceed estimated cost of commercial move)

1 Date moved to new address _____

2 Total charges (attached copies of bids, or finding(s) or receipted invoices, as appropriate.) _____

3 Reestablishment Expenses (from worksheet) _____

4 Total charges _____

3

II. IN LIEU OF MOVING EXPENSE

A. Date property vacated _____

B. Payment Calculations

1 Business in operation 2 previous full taxable year

a. 1st taxable year prior to displacement _____

b. 2nd taxable year prior to displacement _____

c. Average of the two taxable year: _____

2 Business in operation less than 24 months prior to displacement

(net earnings) _____ (# of months) _____

X 12

4

C. Payment: (line B.1.c or line B.2) _____

5

III. ADDITIONAL EXPENSES

A. Actual direct loss of tangible personal property

Losses claimed (attach explanation) _____

B. Searching expenses

Expenses claimed (attach explanation) _____

IV. OTHER COSTS (ATTACH EXPLANATION) _____

V. TOTAL AMOUNT THIS CLAIM

Less previous payment (s) _____

(complete check data a right and total) _____

Amount Due _____

Check # _____

Check Date _____

Amount _____

TOTAL _____

CERTIFICATION:
I hereby certify that the information contained and submitted is to the best of my knowledge true and correct.
I also certify that the personal property items actually relocated and for which expenses are claimed, are substantially the same as those items shown in the certified inventory dated _____.

claimant's signature _____ Title _____ Date _____

RECOMMENDED FOR APPROVAL/ DISAPPROVAL

R/E AGENT _____ DATE _____

- Notes:
- 1 Displacee must secure Department's approval of estimated cost before move is made.
- 2 Reimbursements will be limited to cost of storage not to exceed 12 months.
- 3 Eligibility must be established and approved by Department in advance of move. Not applicable for outdoor advertising signs.
- 4 Maximum payment, \$20,000; minimum payment, \$1,000. Must be supported by tax returns or other appropriate documentation.
- 5 Must be coordinated with Department in advance.

**NON-RESIDENTIAL
INSPECTION REPORT**

STATE PROJECT NO. _____
F.A.P. NO. _____
HIGHWAY _____
ROUTE _____
PARISH _____

Displacement _____

Available on Open Market _____

PARCEL NO. _____
DISPLACEE _____

ADDRESS _____

LISTING AGENT OR OWNER _____

PURCHASE PRICE/ MO. RENT _____

type of building _____
type of construction _____
type of neighborhood _____
Approximate age _____
Lot size _____
Total square feet _____

General Condition _____
Type of Heating _____
Type of Cooling _____
Sanitary facilities _____
How much parking? _____
Traffic type and volume _____
Hazardous materials? _____
Hazardous waste? _____
Above-ground tanks _____
Under-ground tanks _____
Dump _____
Power Substator _____
Landfill _____
Public Utilities _____

gas _____ water _____ electricity _____ sewerage _____ telephone _____

REMARKS

R/E AGENT

DATE

RELOCATION CLOSE OUT CHECKLIST

NON - RESIDENTIAL DISPLACEE

STATE PROJECT NO _____
FAP NO _____
PARCEL NO _____
DISPLACEE _____

A. GENERAL INFORMATIONAL NOTICE _____
B. 90 DAY ELIGIBILITY LETTER _____
C. ESTABLISHMENT OF ESTIMATED COST OF MOVE FORM _____
D. OCCUPANT INVENTORY & LOG OF CONTACTS _____

ACTUAL COST BUSINESS MOVE

COMMERCIAL MOVES

Copies of bids	_____	As Appropriate:	_____
Inventory of items moved	_____	finding(s) (two if > \$3500)	_____
Check to displacee & vendor	_____	two bids	_____
Advance Requests, if needed	_____	Actual Cost form & receipts	_____
Check receipts	_____	Advance Request, if needed	_____
Claim form	_____	Inventory of Items moved	_____
		Check receipts	_____
		Claim form	_____

SEARCHING EXPENSES

Searching Expense Form _____
Documentation as appropriate _____
Check Receipts _____

REESTABLISHMENT EXPENSES

Reestablishment Expense worksheet _____
Advance Requests, if needed _____
Paid receipts, if appropriate _____
Check receipts _____

IN LIEU MOVE

Approved request for In Lieu Payment _____
Income tax forms for two years preceding relocation
or certified income statement _____
Advance request, if needed _____
Check receipts _____
Claim form _____

I certify that all original documents pertinent to this relocation have been submitted to the Relocation Assistance Officer, as indicated on this checklist.

Real Estate Agent

Date

Date

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear :

The Department of Transportation and Development is in the process of acquiring the property you now occupy. Negotiations to purchase the property were initiated on _____. The eligibility requirements and the relocation assistance payments and services to which you may be entitled as a result of this acquisition will be determined and furnished to you as soon as possible. You may also be eligible for a payment for certain actual costs incurred in reestablishing your business.

The earliest date you may be required to move is 30 days from the day you receive this letter, which date shall be _____. If this date is changed because of a delay in the Department acquiring the property, you will receive another notice giving you the new date. The new move date will be at least 30 days from the date of acquisition or expropriation of the property. It is important that you notify the Department of the date you expect to move to insure your eligibility for prompt payment.

Your eligibility for a moving cost supplement will not be complete until the Department has paid the property owner.

Sincerely,

Real Estate Agent

DELIVERED BY: _____

DATE: _____

Cc: R.E. Relocation Assistance Officer

Date

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear :

NOTICE OF INTENT TO ACQUIRE

This notice is to inform you that the State of Louisiana, Department of Transportation and Development, intends to acquire a portion or all of the property you are personally occupying as right of way for the captioned project.

This notice establishes your eligibility for the benefits you may qualify to receive as outlined in the enclosed brochure *Acquisition of Right of Way and Relocation Assistance*.

The Department anticipates initiating negotiations on the property on or before _____. If for some reason we are delayed, we will contact you and set a new date.

Additional information concerning the State's relocation assistance payments and services available may be obtained by contacting the District Office listed below:

Sincerely,

Real Estate Administrator

DELIVERED BY: _____

DATE: _____

Cc: R.E. Relocation Assistance Officer

**PUBLIC HEARING RIGHT-OF-WAY INFORMATION SCRIPT
(FOR PROJECTS WITH NO KNOWN RELOCATION)**

Detailed information on Right-of-Way Acquisition and Relocation Assistance may be found in this *(color)* brochure. *(Hold it up)* I will just highlight what the brochure contains.

It is the Department's objective to pay just compensation for all properties required for the project. Owners of required properties may be contacted by an appraiser or appraisers and given the opportunity to go with them on the inspection of the property. This will provide owners an opportunity to point out things that may be important to the evaluation of the property.

After the evaluations have been reviewed by a review appraiser and approved by the Department, a Real Estate Agent will contact each property owner. He will present a letter setting forth the amount of the Department's cash offer for the purchase of the property. He will also explain the property value and discuss any alternate offers including possible options to keep and move any buildings, fencing, etc.

At this time, the Department does not expect that any families or businesses will be displaced by this project. If you think that this project will cause you to be displaced, or if you have any other questions about the Relocation Assistance Program, contact the Department's District office. If you do not have the brochure explaining the Department's Acquisition of Right of Way and Relocation Assistance Program, they are available at the table at the door or can be obtained from the District *(number)* Real Estate Office, *(address)*, telephone number *(phone)*. We suggest you read the brochure carefully and if you have any questions regarding your individual situation, consult with the agent when he meets with you, or contact him at the District *(number)* Real Estate Office. I will be available at the recess and the conclusion of this hearing to answer any questions pertaining to Right of Way Acquisition or Relocation Assistance.

THANK YOU

**PUBLIC HEARING RIGHT-OF-WAY INFORMATION SCRIPT
(FOR PROJECTS WITH RELOCATION)**

Detailed information on Right-of-way Acquisition and Relocation Assistance may be found in this *(color)* brochure. *(Hold it up)* I will just highlight what the brochure contains.

It is the Department's objective to pay just compensation for all properties required for the project. Owners of required properties may be contacted by an appraiser or appraisers and given the opportunity to go with them on the inspection of the property. This will provide owners an opportunity to point out things that may be important to the evaluation of the property.

After the evaluations have been reviewed by a review appraiser and approved by the Department, a Real Estate Agent will contact each property owner. He will present a letter setting forth the amount of the Department's cash offer for the purchase of the property. He will also explain the property value and discuss any alternate offers including possible options to keep and move any buildings, fencing, etc.

In addition the Department will have an Agent contact all families and businesses being displaced by this project to explain relocation assistance. Relocation Assistance includes advisory services and payments. Advisory services shall include current and continuing information on the availability and prices of comparable, decent, safe and sanitary dwellings, comparable commercial properties and locations for displaced businesses; supplying information concerning finance charges, Federal and State programs offering assistance to displaced persons.

Relocation assistance payments are separate and in addition to payments made by the Department for the purchase of your property. These are moving expense payments and replacement housing payments, and business re-establishment expense payments.

Moving expense payments will be made to any individual, family, or business, in legal occupancy of the property either at the start of negotiations or at the time of purchase by the Department.

The amount of the payment to residential displacees will depend on actual costs supported by receipts, or a fixed cost based on room count. More detailed information is available beginning on Page 29 of the brochure.

Displaced businesses, farms and non-profit organizations may be paid the actual, reasonable expenses of moving, together with certain eligible costs incident to the move. Some businesses may also be eligible for certain actual costs incidental to re-establishing their businesses. Instead of payment for moving expenses, some business owners may be eligible to receive a payment based on the average annual net earnings of the business. If the business meets the qualifications, this payment shall not be less than \$1,000.00 nor more than \$20,000.00. Moving payment information for businesses may be found beginning on Page 33 of the brochure.

Replacement housing payments are also available to qualifying owners and tenants. Three of the basic requirements are as follows: First, you must be occupying the property at the start of negotiations; second, you must have been there at least 90 days; and third, you must move into decent, safe, and sanitary replacement housing. The amount of your maximum supplemental payment will be given to you in writing. Additional requirements and payment limits may be found beginning on Page 43 of the brochure.

Certain owners and tenants not in occupancy for at least 90 days or who become occupants after negotiations have started may qualify for replacement housing payments. Two of the basic requirements are that you must have been in occupancy at the time the property was acquired by the Department and you must move into decent, safe, and sanitary replacement housing.

Applicants for a relocation payment have the right to appeal the Department's determination of their eligibility for payment and/or the amount of payment. Appeals must be submitted to the Real Estate District Officer within sixty days after the applicant has been notified that his claim has not been

approved. Final decisions on eligibility and payments will be made by the Department's Real Estate Administrator in Baton Rouge. Additional information on appeals may be found on Page 52 of the brochure.

To the greatest extent practicable, no person lawfully occupying real property shall be required to move without at least 90 days written notice from the Department. The notice will indicate the specific date the property must be vacated. No person lawfully occupying a dwelling will be required to move unless, and until, comparable, decent, safe and sanitary replacements housing is made available within the general area of the project. The replacement housing must be available within a reasonable time prior to the scheduled move of the occupants, and must be within the occupants' financial means. Replacement housing must be fair, open and offered to all persons regardless of race, color, religion, sex or national origin.

Prior to the Department's negotiating for purchase of your property a District Real Estate Agent will personally contact and interview all persons who will be required to relocate. The benefits will be explained and a determination made of individual needs and intentions for relocating. If you do not have the brochure explaining the Department's Acquisition of Right of Way and Relocation Assistance Program, they are available at the table at the door or can be obtained from District *(number)* Real Estate Office, *(address)*, telephone number *(phone)*. We suggest you read the brochure carefully and if you have any questions regarding your individual situation, consult with the agent when he meets with you, or contact him at the District Real Estate Office.

A SPECIAL WORD OF CAUTION - Before moving or purchasing replacement housing, contact the Department to assure your eligibility and the prompt payment of your relocation benefits. If you move without prior notification to the Department, you risk losing all possible benefits provided by the Relocation Assistance Program.

I will be available at the recess and the conclusion of this hearing to answer any questions pertaining to Right of Way Acquisition or Relocation.

THANK YOU

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear Displacee:

You have been given the Department's brochure ***Acquisition of Right of Way and Relocation Assistance***. This brochure explains the Relocation Assistance Program and the relocation assistance payments and services to which you may be entitled. Relocation payments are made in addition to any payments you will receive for acquisition of your land and improvements.

If you accept the Department's offer of [Total acquisition amount](#) for the purchase of the property required for the project, you may be entitled to an additional payment of [Maximum RHP](#) for the purchase of a replacement dwelling.

To receive any of this additional payment, your replacement home must cost more than [Acquisition amount](#) and to receive all of the additional payment, your replacement home must cost at least [Maximum RHP](#).

The actual payment will be determined by the actual cost of your replacement.

The above calculations are based on a dwelling located at [comparable address](#), which is considered comparable to the dwelling you now occupy.

The replacement housing payment represents the additional amount you will need after expending your acquisition money to purchase a comparable house. You are therefore required to expend all of the money you receive for the acquisition of your residence (including land and some damages) before you are eligible to receive this supplement. Except in hardship cases, no relocation payment may be made before the Department has paid you for the acquired property.

If you decide to buy a replacement house and the mortgage interest rate exceeds the rate you now pay on your residence, you may be entitled to an interest differential payment. As soon as the Department's agent obtains the pertinent facts about your existing mortgage, the agent will estimate the interest payment for which you may be eligible and advise you of such. You may also be eligible to receive reimbursement for actual incidental closing costs.

Should you choose to rent rather than purchase a replacement home, you should notify the Department's agent of your intention. The Agent will determine if you are eligible for a rental housing payment.

In addition to housing supplement payments, you will also be entitled to moving costs as explained in the brochure. These costs are limited to moving personal property.

For you to be eligible for a supplemental housing payment, your replacement home must conform to the requirements for decent, safe and sanitary housing. To insure your replacement home meets the required standards, we suggest you have it inspected by the Department before entering into a contract for purchase or rental. If this is not possible, we suggest a provision be included in the earnest money contract for the replacement property the contract is valid ONLY if the property passes a decent, safe and sanitary inspection by the Department.

If you are dissatisfied with a determination as to your eligibility for a payment or with the amount of a relocation assistance payment, you may appeal the Department's determination, as explained in the brochure. If you are not satisfied with the appeal decision, you have the right to seek judicial review.

The earliest date you may be required to move is 90 days from the day you receive this letter, which date shall be _____. If this date is changed because of a delay in the Department acquiring the property, you will receive another notice giving you the new date. The new move date will be at least 30 days from the date of acquisition or expropriation of the property. It is important that you notify the Department of the date you expect to move to insure your eligibility for prompt payment.

On the day you do vacate and surrender the property following the Department's acquisition, please telephone the Department's Real Estate Office so that the Department can complete its file and, if necessary, make arrangements for taking physical possession of the property.

Under certain circumstances you may receive an additional 30-day notice.

You are requested to carefully read the brochure for additional information about the requirements for payment eligibility. Assistance in preparing the necessary forms and filing your claims for any benefits to which may be entitled, as well as any additional information you request, will be available to you from this office. If such assistance is desired, please contact [Contact Person](#) at [Contact Person's phone](#) in [Contact Person's City](#), Louisiana, or visit the office in that city located at [Office Address](#).

Sincerely,

«Agent»
Real Estate Agent

DELIVERED BY: _____

DATE: _____

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear Displacee:

You have been given the Department's brochure ***Acquisition of Right of Way and Relocation Assistance***. This brochure explains the Relocation Assistance Program and the relocation assistance payments and services to which you may be entitled. Relocation payments are made in addition to any payments you will receive for acquisition of your land and improvements.

If you accept the Department's offer of *Total acquisition amount* for the purchase of the property required for the project, you may be entitled to an additional payment of *Maximum RHP including MEA Cost* for the purchase of a replacement dwelling.

To receive any of this additional payment, your replacement home must cost more than *Acquisition amount* and to receive all of the additional payment, your replacement home must cost at least *Maximum RHP including MEA Cost*.

The actual payment will be determined by the actual cost of your replacement.

The above calculations are based on a dwelling located at *comparable address*, which is considered comparable to the dwelling you now occupy plus the replacement cost of your *Description of MEA*.

The replacement housing payment represents the additional amount you will need after expending your acquisition money to purchase a comparable house. You are therefore required to expend all of the money you receive for the acquisition of your residence (including land and some damages) before you are eligible to receive this supplement. Except in hardship cases, no relocation payment may be made before the Department has paid you for the acquired property.

If you decide to buy a replacement house and the mortgage interest rate exceeds the rate you now pay on your residence, you may be entitled to an interest differential payment. As soon as the Department's agent obtains the pertinent facts about your existing mortgage, the agent will estimate the interest payment for which you may be eligible and advise you of such. You may also be eligible to receive reimbursement for actual incidental closing costs.

Should you choose to rent rather than purchase a replacement home, you should notify the Department's agent of your intention. The Agent will determine if you are eligible for a rental housing payment.

In addition to housing supplement payments, you will also be entitled to moving costs as explained in the brochure. These costs are limited to moving personal property.

For you to be eligible for a supplemental housing payment, your replacement home must conform to the requirements for decent, safe and sanitary housing. To insure your replacement home meets the required standards, we suggest you have it inspected by the Department before entering into a contract for purchase or rental. If this is not possible, we suggest a provision be included in the earnest money contract for the replacement property the contract is valid ONLY if the property passes a decent, safe and sanitary inspection by the Department.

If you are dissatisfied with a determination as to your eligibility for a payment or with the amount of a relocation assistance payment, you may appeal the Department's determination, as explained in the brochure. If you are not satisfied with the appeal decision, you have the right to seek judicial review.

The earliest date you may be required to move is 90 days from the day you receive this letter, which date shall be _____. If this date is changed because of a delay in the Department acquiring the property, you will receive another notice giving you the new date. The new move date will be at least 30 days from the date of acquisition or expropriation of the property. It is important that you notify the Department of the date you expect to move to insure your eligibility for prompt payment.

On the day you do vacate and surrender the property following the Department's acquisition, please telephone the Department's Real Estate Office so that the Department can complete its file and, if necessary, make arrangements for taking physical possession of the property.

Under certain circumstances you may receive an additional 30-day notice.

You are requested to carefully read the brochure for additional information about the requirements for payment eligibility. Assistance in preparing the necessary forms and filing your claims for any benefits to which may be entitled, as well as

any additional information you request, will be available to you from this office. If such assistance is desired, please contact *Contact Person* at *Contact Person's phone* in *Contact Person's City* , Louisiana, or visit the office in that city located at *Office Address*.

Sincerely,

Real Estate Agent

DELIVERED BY: _____

DATE: _____

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear :

You have been given the Department's brochure ***Acquisition of Right of Way and Relocation Assistance***. This brochure explains the Relocation Assistance Program and the relocation assistance payments and services to which you may be entitled. Relocation payments are made in addition to any payments you will receive for acquisition of your land and improvements.

Total acquisition price of subject [Displacement Acquisition price](#)
Your share of acquisition price of subject [Partial Interest Owner's Share of Offer](#)

If all interest owners accept the Department's offer of [Displacement Acquisition price](#) for the purchase of the property required for the project, you may be entitled to an additional payment of [RHP Offer](#) for the purchase of a replacement dwelling.

To receive any of this additional payment, your replacement home must cost at [Partial Interest Owner's Share of Offer](#), and to receive all of the additional payment, your replacement home must cost at least [Partial Interest Owner's Share of Offer + RHP offer](#).

The actual payment will be determined by the actual cost of your replacement.

The above calculations are based on a dwelling located at [Comp Address](#), which is considered comparable to the dwelling you now occupy.

The replacement housing payment represents the additional amount you will need after expending your acquisition money to purchase a comparable house. You are therefore required to expend all of the money you receive for the acquisition of your residence (including land and some damages) before you are eligible to receive this supplement. Except in hardship cases, no relocation payment may be made before the Department has paid you for the acquired property.

If you decide to buy a replacement house and the mortgage interest rate exceeds the rate you now pay on your residence, you may be entitled to an interest differential payment. As soon as the Department's agent obtains the pertinent facts about your existing mortgage, the agent will estimate the interest payment for which you may be eligible and advise you of such. You may also be eligible to receive reimbursement for actual incidental closing costs.

Should you choose to rent rather than purchase a replacement home, you should notify the Department's agent of your intention. The Agent will determine if you are eligible for a rental housing payment.

In addition to housing supplement payments, you will also be entitled to moving costs as explained in the brochure. These costs are limited to moving personal property.

For you to be eligible for a supplemental housing payment, your replacement home must conform to the requirements for decent, safe and sanitary housing. To insure your replacement home meets the required standards, we suggest you have it inspected by the Department before entering into a contract for purchase or rental. If this is not possible, we suggest a provision be included in the earnest money contract for the replacement property the contract is valid ONLY if the property passes a decent, safe and sanitary inspection by the Department.

If you are dissatisfied with a determination as to your eligibility for a payment or with the amount of a relocation assistance payment, you may appeal the Department's determination, as explained in the brochure. If you are not satisfied with the appeal decision, you have the right to seek judicial review.

The earliest date you may be required to move is 90 days from the day you receive this letter, which date shall be _____. If this date is changed because of a delay in the Department acquiring the property, you will receive another notice giving you the new date. The new move date will be at least 30 days from the date of acquisition or expropriation of the property. It is important that you notify the Department of the date you expect to move to insure your eligibility for prompt payment.

On the day you do vacate and surrender the property following the Department's acquisition, please telephone the Department's Real Estate Office so that the Department can complete its file and, if necessary, make arrangements for taking physical possession of the property.

Under certain circumstances you may receive an additional 30-day notice. You are requested to carefully read the brochure for additional information about the requirements for payment eligibility. Assistance in preparing the necessary forms and filing your claims for any benefits to which may be entitled, as well as any additional information you request, will be available to you from this office. If such assistance is desired, please contact [Agent Name](#) at [Phone](#) in [City](#), Louisiana, or visit the office in that city located at [Office Address](#).

Sincerely,

Real Estate Agent

DELIVERED BY: _____

DATE: _____

WORKSHEET

SPN: _____
PARCEL NO: _____
DISPLACEE: _____

REESTABLISHMENT EXPENSES

All expenses claimed must be supported by receipted invoices, bids, agreements, utility bills from displacement site, etc.

1. Preliminary Studies (feasibility, soil,etc.) :	Actual Costs
_____	_____
_____	_____
_____	_____
2. Professional Services in connection with leasing or Purchasing replacement site:	Atual Costs
_____	_____
_____	_____
_____	_____
3. Licenses, fees, and permits (excluding those paid as part of moving expense):	Actual Costs
_____	_____
_____	_____
_____	_____
4. Extention of utilities from right-of-way to the improvement at the replacement site:	Actual Costs
_____	_____
_____	_____
_____	_____
5. Impact Fees:	Actual Costs
_____	_____
_____	_____
_____	_____
6. Necessary Modifications to Replacement Site:	
Physical Modifications	Actual Costs
_____	_____
_____	_____
_____	_____
_____	_____
Electrical Modifications	
_____	_____
_____	_____
_____	_____
_____	_____

Plumbing Modifications

_____	\$ _____
_____	\$ _____
_____	\$ _____

Miscellaneous Modifications

_____	\$ _____
_____	\$ _____
_____	\$ _____

7. Repairs or improvements to replacement property required by code (must be documented): Actual Costs

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Refurbishment of worn surfaces at the replacement site (must have Departmental approval): Actual Costs

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

9. Increased operating costs for the first 2 yrs: Estimated Costs

- | | |
|---|----------|
| a. Increase in lease or rent charges | \$ _____ |
| b. Increase in personal or real property taxes | \$ _____ |
| c. Increase in insurance premiums | \$ _____ |
| d. Utility increases, excluding impact fees:
(Project increases based on average usage
at acquired site for preceding 6-mos.) | \$ _____ |

10. Advertisement of Replacement Location: Actual Costs

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

11. Exterior Signing Construction and Installation: Actual Costs

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

12. Other Eligible Expenses Actual Costs
(must have administrative approval)

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REESTABLISHMENT EXPENSES
(not to exceed \$10,000)

\$ _____

RELOCATION APPEAL FORM

STATE PROJECT NO.
F.A.P. NO.
HIGHWAY
ROUTE
PARISH

PARCEL NO.
CLAIMANT
ADDRESS

I am appealing the Department's determination of my eligibility for Relocation Assistance benefits and submit my claim as follows:

___ ELIGIBILITY

I am appealing the determination that I am not a displacee.

I disagree for the following reasons:

___ MOVING PAYMENT

I am appealing the amount of my moving payment.

Amount allowed by Department

Amount claimed

Justification for increase:

___ REPLACEMENT HOUSING PAYMENT

I am appealing the amount of my replacement housing payment.

Amount allowed by Department

Amount claimed

Justification for increase:

___ INCIDENTAL EXPENSE PAYMENT

I am appealing the amount of my incidental expense payment.

Amount allowed by Department

Amount claimed

Justification for increase:

Claimant: _____

Date: _____

RECOMMENDED FOR APPROVAL/DISAPPROVAL

R.E. District Manager

Remarks: _____

APPEAL PROCEDURES

- 1. The appeal must be made in writing, preferably on the Appeal Form, within sixty (60) days from the date the displacee receives written notification of his/her eligibility for benefits. Any supporting documentation should be attached to the appeal and it should be forwarded to the R.E. District Manager.**
- 2. The District Manager will forward the appeal to the Relocation Assistance Officer, who will send the claimant a letter acknowledging receipt of the appeal and advising that the claimant has the right to request a personal meeting with the Real Estate Administrative Manager of the Director of Real Estate.**
- 3. The Relocation Assistance Officer will forward the claim to the Real Estate Administrative Manager, who will review the appeal. The R.E. Administrative Manager may wholly or partially approve the claim. Claims not approved entirely will be forwarded to the Director of Real Estate along with the R.E. Administrative Manager's written recommendations.**
- 4. The Director of Real Estate shall render a decision on adjudication of the claim and shall notify the claimant in writing. Claimants whose appeals are wholly or partially denied will be advised of their right to judicial review. Approved claims shall be placed in line for payment.**

RELOCATION CONTACT LOG

STATE PROJECT NO. _____ PARCEL NO. _____
 F.A.P. NO. _____ DISPLACEE _____
 SS# OR FED I.D. # _____ PHONE NUMBER _____
 _____ Date of initiation of negotiations on project
 _____ Date of initiation of negotiations on parcel

NOTE: All blanks must be completed even if not applicable (Enter N/A)

Date _____

Acquisition of R/W and, Relocation Assistance Brochure delivered

Explained Non-Discrimination Policy

Initial Occupant Inventory

Updated Occupant Inventory

Completed Tenant Certification of Monthly Income

Utility Computation Worksheet Completed

Housing Inspection Report completed on: Subject _____, Comparable _____ and Replacement _____.

Non-Residential Inspection Report completed

Informational Notice:	Mailed	Hand Delivered
-----------------------	--------	----------------

Wait Letter Delivered

Purchase Supplement Letter Delivered

Rent Supplement Letter Delivered

Extention Letter Delivered

Business Eligibility Letter Delivered

Inventory Requested Inventory Received

Right of Appeal Explained

Establishment of Estimated cost of Move Delivered

Reestablishment Expenses explained and Work Sheet Delivered

Searching Expenses Explained and Handout Delivered

Actual Cost Self-Move Form Delivered

Replacement Housing Payment Claim Form completed and Signed

Residential Moving Expense Claim Form completed and Signed

Business Moving Expense Claim Form completed and signed

In Lieu of moving payment requested.

Date _____

Remarks

[illegible]

RELOCATION CONTACT LOG

Date

Remarks

Initial

[illegible]

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245
Baton Rouge, Louisiana 70804-9245



RELOCATION PAYMENT RECEIPT

STATE PROJECT _____
HIGHWAY _____
ROUTE _____
PARISH _____

DISPLACEE _____
PARCEL NO. _____

I hereby acknowledge receipt of State of Louisiana, DOTD check no.
_____, dated _____, in the amount of
_____, drawn on City National Bank, made payable to
_____.

R.E. AGENT _____ PAYEE _____
DATE _____ DATE _____

I acknowledge that this payment is made in connection with my relocation from the captioned project right of way, and agree to comply with all requirements necessary to complete my eligibility. I recognize that any relocation monies I receive must be actually spent as specified, or the Department shall have the right to require reimbursement.

In the event the valuation for the referenced parcel is litigated and the final judgement is greater than that used to compute relocation entitlements, the amount of the relocation payment will be recomputed by the Department. Should the increased award result in an overpayment having been made through the relocation process, I agree to refund the excess to the Department.

DATE

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear Occupant:

The Department of Transportation and Development is in the process of acquiring the property you now occupy. You have been provided with a copy of the Department's brochure ***Acquisition of Right of Way and Relocation Assistance***. This brochure explains the Relocation Assistance Program and the relocation assistance payments and services to which you may be entitled. Relocation payments are made in addition to any payments you will receive for acquisition of your land and improvements.

Negotiations to purchase the property were initiated with the property owner on Parcel Initiation of Negotiations Date.

The sum of RHP Offer has been determined as the maximum payment you may be entitled to receive as a rental/utility subsidy under the Relocation Assistance Program. This amount is based on monthly rental/utility costs of Comparable Rent + Utilities for a dwelling located at Comparable Address, which is comparable to the one from which you are being displaced. You will be entitled to this supplement if you meet the eligibility requirements outlined the brochure and you rent and physically occupy this dwelling or one that has the same or greater/estimated utility costs. If you rent a replacement that costs less than this amount but more than your current monthly rental/utility costs of Displacement Rent + Utilities, your supplement will be reduced accordingly. The Department's Real estate Agent will tell you the exact amount you will be entitled to on the replacement dwelling you choose.

The Department shall provide transportation to inspect the above-indicated comparable dwelling upon request.

Should you choose to purchase rather than rent a replacement home, you should notify the Department's agent of your intention. The Agent will determine if you are eligible for a down payment supplement.

In addition to housing supplement payments, you will also be entitled to moving costs as explained in the brochure. These costs are limited to moving personal property.

For you to be eligible for a supplemental housing payment, your replacement home must conform to the requirements for decent, safe and sanitary housing. To insure your replacement home meets the required standards, we suggest you have it inspected by the Department before entering into a contract for purchase or rental. If this is not possible, we suggest a provision be included in the earnest money contract for the replacement property the contract is valid ONLY if the property passes a decent, safe and sanitary inspection by the Department.

If you are dissatisfied with a determination as to your eligibility for a payment or with the amount of a relocation assistance payment, you may appeal the Department's determination, as explained in the brochure. If you are not satisfied with the appeal decision, you have the right to seek judicial review.

The earliest date you may be required to move is 90 days from the day you receive this letter, which date shall be _____. If this date is changed because of a delay in the Department acquiring the property, you will receive another notice giving you the new date. The new move date will be at least 30 days from the date of acquisition or expropriation of the property. It is important that you notify the Department of the date you expect to move to insure your eligibility for prompt payment.

On the day you do vacate and surrender the property following the Department's acquisition, please telephone the Department's Real Estate Office so that the Department can complete its file and, if necessary, make arrangements for taking physical possession of the property.

Under certain circumstances you may receive an additional 30-day notice.

You are requested to carefully read the brochure for additional information about the requirements for payment eligibility. Assistance in preparing the necessary forms and filing your claims for any benefits to which may be entitled, as well as any additional information you request, will be available to you from this office. If such assistance is desired, please contact [Contact Person](#) at [Contact Person's phone](#) in [Contact Person's City](#), Louisiana, or visit the office in that city located at [Office Address](#).

Sincerely,

Real Estate Agent

DELIVERED BY: _____

DATE:

REPLACEMENT COMPARISON AND COMPUTATIONS

STATE PROJECT _____ PARCEL _____ DISPLACEE _____

DISPLACEMENT RECAP

Heated sf _____ No. bedrooms _____ No. baths _____ DSS y n
Garage: none _____ attached _____ detached _____ 1-car _____ 2-car _____
type construction _____
MEA : none _____ type _____
Owner-Occupied: _____ acquisition price _____
Tenant: mo. renta _____ (actual _____ or economic _____)
Average mo. cost nonfurnished utilitie _____ (1)
Average monthly income _____

COMPARABLES

No. _____
Asking Price _____
Mo. Renta _____ Mo. Cost-utilities not included _____ (1)
Address/Location _____
Owner/Listing Agent _____
Heated sf _____ No. bedrooms _____ No. baths _____ DSS y n
Garage: none _____ attached _____ detached _____ 1-car _____ 2-car _____
Includes any MEA(s) at displacement' y n
If not, construction cost of MEA _____
COMMENTS: _____

No. _____
Asking Price _____
Mo. Renta _____ Mo. Cost-utilities not included _____ (1)
Address/Location _____
Owner/Listing Agent _____
Heated sf _____ No. bedrooms _____ No. baths _____ DSS y n
Garage: none _____ attached _____ detached _____ 1-car _____ 2-car _____
Includes any MEA(s) at displacement' y n
If not, construction cost of MEA _____
COMMENTS: _____

No. _____
Asking Price _____
Mo. Renta _____ Mo. Cost-utilities not included _____ (1)
Address/Location _____
Owner/Listing Agent _____
Heated sf _____ No. bedrooms _____ No. baths _____ DSS y n
Garage: none _____ attached _____ detached _____ 1-car _____ 2-car _____
Includes any MEA(s) at displacement' y n
If not, construction cost of MEA _____
COMMENTS: _____

COMPUTATIONS

- A. PURCHASE SUPPLEMENT (Owner - Occupants 180 Days)

1. Price Comparable No

2. Adjustment Factor _____ X Line 1

3. Adjusted Purchase Price
(line 1 minus line 2)

4. Acquisition Price of Subject (2)

5. Supplement (Line 3 minus Line 4)
- B. RENT SUPPLEMENT (90-Day Occupants)

1. Rent Comparable No

2. Rent Subject Dwelling _____

3. Average Mo. Income _____ X 30% (3)

4. Line 1 minus lesser of Lines 2 or 3

5. Supplement (Line 4 X 42)
- C. RENT SUPPLEMENT (Occupants for less than 90 days)

1. Rent Comparable No

2. Average Mo. Income _____ X 30% (3)

3. Line 1 minus Line 2

4. Supplement (line 3 X 42)

Amount of Offer _____

Computed By: _____ Approved: _____

Date: _____

I certify that I have determined the supplemental payment to be as shown above and that I have no direct or indirect present or contemplated interest in this transaction, nor will I derive any benefit from the supplemental payment.

(1) Monthly rent must include utilities if size of comparable varies 100 or more square feet from displacement.

(2) Show computations for any carve-out of acquisition price.

(3) If income is used to compute offer, attach income certification form.

DETERMINING ACQUISITION PRICE FOR COMPUTATIONS

Use if acquired parcel is larger than typical lot or if the taking includes improvements that are not being replaced in the comparable dwelling

Acquired Items Being Replaced in Comparable

land	_____ sf	X	_____ /sf	_____
Dwelling				_____
Drives & Sidewalks				_____
*MEA	_____			_____
MEA	_____			_____
**Landscaping				_____
ACQUISITION PRICE FOR COMPUTATIONS				<u>\$0.00</u>

* Do not include minor structures, such as old well houses, as MEAs

** If comparable is new construction, do not include landscaping unless bid includes landscaping or grass

RELOCATION CLOSE-OUT CHECK LIST

RESIDENTIAL DISPLACEE

STATE PROJECT NO. _____
F.A.P. NO. _____
PARCEL NO. _____
DISPLACEE _____

- A. General Informational Notice..... _____
B. 90-Day Eligibility Letter..... _____
C. Occupant Inventory & Log of Contacts..... _____

MOVING DOCUMENTATION

SCHEDULE MOVE

Floor Plan _____
Check Receipt _____
Claim Form _____

ACTUAL COST MOVE

Commercial Move

Copies of Bids..... _____
Inventory of Items Moved..... _____
Advance Request if Needed..... _____
Check Receipt(s) _____
Claim Form..... _____

Actual Cost Self Move

Actual Cost Move Form..... _____
Copies of Paid Receipts..... _____
Inventory of items moved..... _____
Advance request, if needed..... _____
Check Receipt(s)..... _____
Claim Form..... _____

REPLACEMENT HOUSING PAYMENT

DOCUMENTS REQUIRED ON ALL RESIDENTIAL RELOCATIONS WITH RHP PAYMENTS

Replacement Comparison & Computation Sheet..... _____
Inspection Report, Acquired Dwelling..... _____
Inspection Report, Comparable Dwelling..... _____
Inspection Report, Replacement Dwelling..... _____
Advance Request, if necessary..... _____
Receipts all checks..... _____
Replacement Housing Claim Form..... _____

ADDITIONAL DOCUMENTATION REQUIRED BY TYPE OF SUPPLEMENT

Purchase Supplement

Purchase Agreement..... _____
Closing Statement..... _____
Interest Differential
Computation, if Necessary..... _____
Check to Displacee and Seller..... _____
Copy of Replacement Sale..... _____
Copy of Closing Statement..... _____

Rent Supplement

Rent Receipt, displacement..... _____
Rent Receipt, replacement..... _____
Utility Worksheet..... _____
Income Certification, if necessary..... _____
If Last Resort, Disbursement
schedule and all payment
vouchers..... _____

Down Payment Supplements

Rent Receipt, displacement..... _____
Utility Worksheet..... _____
Purchase Agreement..... _____
Copy of replacement sale..... _____

I certify that all original documents pertinent to this relocation have been submitted to the Relocation Assistance Officer, as indicated on this checklist.

REAL ESTATE AGENT _____ DATE _____

REV 7/98

STATE PROJECT NO. _____
F.A.P. _____
HIGHWAY _____
ROUTE _____
PARISH _____

MOVING EXPENSE CLAIM
RESIDENTIAL

Parcel No. _____
 Claimant _____
 Old Address _____
 New Address _____
 New Phone No. _____

I. ACTUAL COST MOVE OPTION

A. Commercial Move (attach copies of bids)

1. Moving Company _____
2. Date moved to new address _____
3. Moving expense to Company _____

B. Actual Cost Self Move (attach copies of invoices)

1. Date moved to new address _____
2. Total Charges _____

C. Storage (must have prior approval)

1. Location of storage _____
2. Date moved into storage _____
3. Date moved out of storage _____
4. Cost of storage _____

TOTAL CHARGES	\$0.00
(lines A.3 or B.2 plus C.4)	

II. FIXED MOVE OPTION (SCHEDULE)

A. Date moved to new address

B. NO. of rooms	Unfurnished	Furnished
-----------------	-------------	-----------

C. Expense (from schedule)

C. Expenses (from schedule)	
D. Actual cost charges, if combination schedule-actual cost move (attach copies of receipted invoices)	

TOTAL CHARGES	\$0.00
---------------	--------

III. OTHER COSTS (Attach explanation)

IV. TOTAL AMOUNT OF CLAIM	\$0.00	CHECK #	CHECK DATE	AMOUNT
Less Previous Payments (complete check data to the right)	\$0.00			
Amount Due	\$0.00			
			TOTAL	

CERTIFICATION: I hereby certify that the informaton contained and submitted herein is to the best of my knowledge true and correct.

Claimant's signature

Date _____

Claimant's signature

Date _____

RECOMMENDED FOR APPROVAL/DISAPPROVAL

R/E Agent

Date _____

OCCUPANT INVENTORY-RESIDENTIAL

PARCEL NO. _____

STATE PROJECT NO. _____

HIGHWAY _____

ROUTE _____

PARISH _____

AGE _____SEX _____

CITY _____

PHONE _____

NAME _____

ADDRESS _____

STATE _____ZIP _____

DATE OF OCCUPANCY _____SS# _____

180-DAY FULL INT. OWN. OCC. _____IF YES, IS THERE A MORTGAGE? _____

180-DAY PARTIAL INT. OWN. OCC. _____IF YES, IS THERE A MORTGAGE? _____

90-DAY OWNER OCCUPANT _____MOBILE HOME & SITE OWNER _____

RESIDENTIAL TENANT _____MOB. HOME OWNER/SITE TENANT _____

SHORT TERM RESIDENTIAL OCCUPANT _____SUBSEQUENT OCCUPANT _____

MONTHLY RENT _____UTILITIES INCLUDED IN RENT? _____

(if no, obtain copies of bills for last six months)

MONTHLY INCOME _____

SOURCES _____

PLACE OF EMPLOYMENT _____

ADDRESS _____

CITY _____

ZIP _____

PHONE _____DISTANCE FROM RESIDENCE _____

Are you a citizen or national of the United States, or an alien who is lawfully present in the United States?YES _____NO _____

OTHER OCCUPANTS:

NAME	RELATIONSHIP TO HEAD OF HOUSEHOLD	SEX	AGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DISPLACEMENT SITE

subdivision _____rural _____approx. size typical lot _____

DISPLACEMENT DWELLING

wood frame on piers _____brick veneer _____

wood frame on slab _____other _____

single family _____duplex _____

apartment _____mobile home _____

HEATED SQUARE FOOTAGE _____

TOTAL SQUARE FOOTAGE _____

kitchen _____# bedrooms _____

living room _____# baths _____

dining room _____den _____

other _____

Req. for DSS replacement dwelling & Comments: _____

DATE _____R/E AGENT _____

DATE BROCHURE DELIVERED _____

UPDATED _____

(needs to be updated 2 months prior to negotiations)

REPLACEMENT HOUSING PAYMENT CLAIM

PARCEL NO.
CLAIMANT
ADDRESS (old)

TELEPHONE (new)

(new)

1.QUALIFYING INFORMATION (Complete as appropriate)

A. Acquired Property

1. Date occupied
2. Date of Initiation of Negotiations
3. Property acquired by :
Negotiated settlement Expropriation Amount
4. Valuation of property for computations
5. Actual / economic rent / mo.
6. Monthly gross income

B. Comparable Property

1. Option: Purchase Rent Down Payment
2. Adjusted Purchase Price Mo. Rental
3. Amount of Offer

C. Replacement Property

1. Date Occupied
2. Option: Purchase Rent Down Payment Retain
3. Purchase Price Monthly Rental

II. PAYMENT COMPUTATIONS

A. Purchase Supplement

1. Actual cost of Replacement (line I.C.3)
2. Value of subject (line 1.A.4)
3. Supplement (1 minus 2 but not to exceed line 1.B.3 above)
4. Incidentals (attach closing statement)
5. Interest Payment
6. Total Payment (lines 3+4+5)

B. Rent Supplement 90-Day Occupants

1. Replace rent + utilities
2. Comp. Rent +utilities
3. Displace rent + util.
4. x 30% (average mo. Income
5. - (lesser 1&2) (lesser 3&4)
6. Payment: line 5 X 42
7. Other Expenses
8. Total: Lines 6+7

C. Rent Supplement to less than 90-day Occupants

1. Actual rent + utilities
2. Comp. Rent + utilities
3. Lesser of 1 & 2
4. x 30%
5. If line 4 is less than 3, subtract 4 from 3
6. Payment: Line 5 X 42

D. Down Payment Supplement

1. Actual Down Payment (attach closing statement)
2. Eligible Incidentals
3. Line 1 + line 2
4. Maximum Allowable Supplement
5. Payment: Lesser of Line 3 & 4

III. TOTAL AMOUNT OF THIS CLAIM
Less Previous payments (complete check data)
AMOUNT DUE

CHECK #	CHECK DATE	AMOUNT	CHECK #	CHECK DATE	AMOUNT

IV. CERTIFICATION:

Claimant hereby certifies that he or she is either a citizen or national of the United States, or an alien who is lawfully present in the United States and that the information contained and submitted herein is, to the best of my knowledge true and correct, that my replacement dwelling meets Decent, Safe and Sanitary standards, and that I am eligible for the payment shown in Item III.

V. OWNER AGREEMENT:

In the event the valuation for the referenced parcels shown in Item I-A-4 is litigated, I agree that the amount of the replacement housing payment shall be recalculated, using the final award as the basis for the valuation in Item I-A-4, and any over payment shown to have been made as a result of such recalculation shall be refunded to the Department.

STATE PROJECT NO.
F.A.P. NO.
NAME
ROUTE
PARISH

RIGHT OF WAY STAGE RELOCATION ASSISTANCE PLAN
(AND, IF APPLICABLE)
LAST RESORT HOUSING PLAN

DATE:

PREPARED BY:

As required by the Louisiana Department of Transportation and Development Real Estate Relocation Policy and Procedure Manual, each family and business that shall be displaced by this project was interviewed during the (spring, summer, fall or winter) of 19__.

All information obtained from these interviews is recorded on the Occupant Interview Forms which are on file in the Real Estate District Office.

(Include a paragraph which concisely describes the project, i.e., type of construction, four lanes, two lanes, elevated, etc.)

SUMMARY OF DISPLACEMENTS

Displaced Residents and Businesses

	Owner Occupied	Tenant Occupied	Total
Displaced Residential Units	_____	_____	_____
Displaced Business Units	_____	_____	_____
Displaced non-profit organizations	_____	_____	_____
Total	_____	_____	_____

Social Composition Race

Displaced Owner Occupied Units ____ minority occupied ____ or ____ %
 Displaced Tenant Units ____ minority occupied ____ or ____ %
 Displaced Businesses ____ minority occupied ____ or ____ %

Age _____ heads of households are over 62 years of age ____ %.

Gender _____ heads of households are female ____ %.

Handicapped _____ displacees are handicapped ____ %.

Income Range Per Month

(Example)

Number 1 at \$150	5	%
Number 1 at \$200	5	%
Number 4 at \$250	5	%
Number _ at _____	_____	%

Income Source

(Number)

Social Security	_____	_____ %
Self Employed	_____	_____ %
Unemployment Compensation	_____	_____ %
No Income	_____	_____ %
Employed	_____	_____ %

Housing Requirements _____ require _____ BR _____ bath & MEA (Major Exterior Appurtenances)

The Relocation Assistance Survey, as indicated by the Occupant Inventory Forms, suggests that _____ owner-occupied units and _____ tenant-occupied units can be relocated as per normal procedures. (If LRH is not necessary, include a statement to that effect and omit the next sentence). The remaining displaced units shall require Last Resort Housing Provisions and shall be addressed in a different part of this plan.

Statement or discussion about Federal, State and Municipal Programs 6.2.2.2 No. 8C.

Statement or Discussion 6.2.2.2 No. 8D.

Estimate of Lead Time

Recommendation as to a Site Office

Statement or Discussion Concerning Functional Replacement

Replacement Housing Payments, Owners \$ _____

Replacement Housing Payments, Tenants \$ _____

Residential Moving Payments \$ _____

Business, Farm and Non Profit Organization Payments \$ _____

Relocation Services Costs
(20% of all housing & moving costs) \$ _____

(Project Assurances)

Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available or provided (built if necessary) for displaced individuals and families who are initial occupants and adequate replacement dwellings will be available or provided for displaced individuals and families who are subsequent occupants.

The Department's plan is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons.

LAST RESORT HOUSING PLAN

It is anticipated that the following parcels shall require Housing of Last Resort:

INDIVIDUAL PARCEL ANALYSIS

Parcel(s)	Displacee	Owner/Tenant	Estimated Payment
-----------	-----------	--------------	-------------------

SUMMATION

(The summation should describe the following: age, family composition, race, employment, income, handicaps, extenuating situations, and housing requirements).

RIGHT OF WAY STAGE RELOCATION PLAN

Inventory Comparison 90-Day Owners and Tenants

Families		Occupied Dwellings			Required Dwellings			DSS Dwellings for Rent				
No.	Monthly Income	Est. Value	No. Bed Rooms	Style & Type*	No.	No. Bed Rooms	Style & Type*	No.	Price	Bed Rooms	Style & Type*	Location

***Legend**

MONTHLY INCOME
Under \$1000-round to nearest \$50

Over \$1000 -round to nearest \$500

STYLE
S Single Family
D Duplex
M Multifamily
R Sleeping Room
T Mobile Home

TYPE
B Brick
M Masonry
F Wood Frame
O Other (specify type)

RIGHT OF WAY STAGE RELOCATION PLAN

Inventory Comparison 180-Day Owner-Occupants

Families		Occupied Dwellings			Required Dwellings			DSS Dwellings for Rent				
No.	Monthly Income*	Est. Value	No. Bed Rooms	Style & Type*	No.	No. Bed Rooms	Style & Type*	No.	Price	No. Bed Rooms	Style & Type*	Location

***Legend**

MONTHLY INCOME
Under \$1000-round to nearest \$50

Over \$1000 -round to nearest \$500

STYLE
S Single Family
D Duplex
M Multifamily
R Sleeping Room
T Mobile Home

TYPE
B Brick
M Masonry
F Wood Frame
O Other (specify type)

SEARCHING EXPENSE FORM

STATE PROJECT NO _____
FAP NO _____
HIGHWAY _____
ROUTE _____
PARISH _____

DISPLACEE _____
PARCEL NO _____

(FILL OUT LOG ON REVERSE SIDE)

NAME OF PERSON PERFORMING SEARCH _____

TRANSPORTATION

NO OF MILES _____ X _____ PER MILE* \$ -

MEALS

NO OF MEALS _____ (ATTACH RECEIPTS)** _____

LODGING

NO OF NIGHTS _____ (ATTACH RECEIPTS)** _____

SEARCHING

NO OF HOURS _____ X _____ (RATE)
(ATTACH HOURLY RATE JUSTIFICATION)*** _____

TOTAL \$ -
(NOT TO EXCEED \$1000)

I CERTIFY THAT THE HOURS, RATE PER HOUR, MILEAGE, MEALS AND OTHER EXPENSES OUTLINED ABOVE WERE SPENT SOLELY FOR THE SEARCH OF A REPLACEMENT SITE FOR THE DISPLACED BUSINESS. I HAVE NOT PREVIOUSLY BEEN PAID FOR ANY OF THESE EXPENSES. THE RATE PER HOUR IS WHAT THIS EMPLOYEE IS ACTUALLY PAID.

DATE _____ SIGNED _____

*BASED ON STATE MILEAGE REGULATIONS

**NOT TO EXCEED COST OF STATE TRAVEL PER DEIM LIMITS

***HOURLY RATE MAY BE ESTABLISHED BY TAX RETURNS OR OTHER SUITABLE DOCUMENTATION

UTILITY WORKSHEET

To be used when size of comparable varies 100 or more square feet from that of the displacement.

STATE PROJECT NO.
F.A.P. NO.
HIGHWAY
ROUTE
PARISH

PARCEL NO:
DISPLACEE:

Displacement Dwelling:

Comparable Dwelling:

a. Average mo. Utility costs _____
b. S.F. (heated) _____

c. S.F. (heated) _____

* Average cost for electricity, gas, sewer and water for the preceding 6-month period: add all monthly charges and divide by six. In the case of a displacee who has occupied the displacement dwelling for fewer than 6 months, complete Utility Finding 1 and use the finding for a.

COMPUTATIONS

Note: If all utilities are furnished at the comparable or replacement dwelling, the actual rental cost of that unit shall be used to compute the rental entitlement. No additional utility computation is necessary. If some but not all utilities are furnished, computations shall be made for the unfurnished utilities only.

$$\begin{array}{rclcl}
 \frac{\text{_____}}{(a)**} & \div & \frac{\text{_____}}{(b)} & \text{s.f.} & = & \frac{\text{\#DIV/0!}}{(d) \text{ utility cost per s.f.}} \\
 \frac{\text{_____}}{(d)} & \times & \frac{\text{_____}}{(c)} & \text{s.f.} & = & \frac{\text{\$0.00}}{(e) \text{ Mo. Utility costs at comp.}}
 \end{array}$$

** If the comparable dwelling has one or more utilities that are not present at the displacement dwelling, complete Utility Finding 2 and use the finding for (a).

UTILITY FINDING WORKSHEETS ARE ON PAGE 2

UTILITY FINDING 1
Displacee In Occupancy Fewer Than Six Months

Source of estimated utilities:	_____	Utility Supplier(s)
(Documentation must be in the	_____	HUD Schedule
Utilities Costs file.)	_____	Actual Utilities at Dwelling of Similar Size, Type and Occupancy

COMPUTATIONS

- | | |
|--|----------|
| a. Average Actual Monthly Utilities | \$ _____ |
| b. Months Covered (beginning and ending month) | _____ |
| c. Average Mo. Cost of All Utilities for mos.
displacee not in occupancy. | \$ _____ |
| d. Utility finding : $(a + c) \div 2$ | \$ _____ |
-
-
-

UTILITY FINDING 2
Unequal Utility Situation Between Displacement And Comparable

Missing Utilities at Displacement: _____

Source of estimated utilities:	_____	Utility Supplier(s)
(Documentation must be in the	_____	HUD Schedule
Utilities Costs file.)	_____	Actual Utilities at Dwelling of Similar Size, Type & Occupancy

COMPUTATIONS

- | | |
|--|----------|
| a. Average Actual Mo. Utilities at Displacement | \$ _____ |
| b. Estimated Average Mo. Cost of Missing Utility | \$ _____ |
| c. Utility finding : $a + b$ | \$ _____ |

Date

PROJECT CAPTION

DISPLACEE NAME AND ADDRESS

RE: Parcel

Dear :

The Department of Transportation and Development is in the process of acquiring the property you now occupy. Negotiations to purchase the property were initiated with the property owner on . The eligibility requirements and the relocation assistance payments and services to which you may be entitled as a result of this acquisition are explained in the Department brochure that has been made available to you.

The maximum payment you may be entitled to receive as a subsidy under the Relocation Program will be determined and furnished to you as soon as possible. You will not be required to move until at least ninety (90) days from the date you are given a maximum payment offer. However, your eligibility for a supplement payment will not be complete until the Department has paid the property owner.

Sincerely,

Real Estate Agent

DELIVERED BY: _____
DATE: _____

Cc: R.E. Relocation Assistance Officer

RHP VOUCHER

DATE	CHECK			DOCUMENT NO.	REAL ESTATE VOUCHER REV. 11-96 STATE PROJECT NO. 001-01-0001 F.A.P. NO. DUMMY DUMMY SOMEWHERE ROUTE: LA ROAD ANY PARISH PARISH PARCEL NO. ***
	NO.	DATE	DATE MAILED		
				000000	
NAME AND ADDRESS OF VENDOR					
JOHN DOE 123 STREET ANY TOWN, LOUISIANA 12345 S.S. No. 123-45-6789					
AIC NO. **					XXX

DESCRIPTION	AMOUNT
ENTER APPROPRIATE DESCRIPTION HERE	\$

SECTION 36		FUND 03		APPR				TOTALS				\$
CONTROL UNIT OR REFERENCE NO		PROJ -ECT NO	FHWA APPRO CODE	FEDERAL PROJECT NO	IDENT CODE	SYS CODE	FUNCT AUTH	OBJECT	AREA	PARCEL NO	DEBIT	CREDIT
		ENTER	APPROPRIATE CODING								\$	

FOR ACCOUNTING USE ONLY:

APPROVED BY: **RELOCATION ASSISTANCE OFFICER**

I CERTIFY THAT THIS VOUCHER HAS BEEN EXAMINED AND HAS BEEN FOUND TO BE CORRECT AND PROPERLY PAYABLE.

BY OR FOR COMPTROLLER

VOUCHER DESCRIPTIONS

REPLACEMENT HOUSING PAYMENTS

TYPES OF PAYMENTS TO RESIDENTIAL OWNER/OCCUPANTS: Purchase Supplements, closing costs, incidental payments or interest payments.

TYPES OF PAYMENTS TO RESIDENTIAL TENANTS OR 90-DAY OWNER/OCCUPANTS: Rent Supplements or Down Payment Supplements. Not eligible for closing costs except as part of Down Payment Supplement. Ineligible for interest payment.

Name and Address of Payee(s):

Vouchers for all payments except rent supplements must be made payable JOINTLY to displacee and seller, lending institution, or attorney, unless submitted with paid invoice.

All replacement housing payments will have the displacee's SSN and the appropriate Address ID Code.

Description:

(As appropriate)
Advance* or Full and Final Payment for
(as appropriate)
Purchase Supplement; Rental Supplement; Down Payment Supplement; interest differential; closing costs; incidentals.

(As appropriate)
ATTACHMENT: Copy of Replacement Housing claim form dated _____.
or
NOTE: Copy of Replacement Housing claim form will be submitted at a later date.

*All vouchers submitted without an executed claim form attached are ADVANCE PAYMENTS.

FUNCTION CODES

138	Non-Last Resort
140	Last Resort

VOUCHER DESCRIPTIONS

RESIDENTIAL MOVING EXPENSES

Name and Address of Payee(s):

Schedule move payments shall be payable directly to displacees. Actual moves will be payable jointly to the displacee and the vendor unless paid receipts are submitted. Payments directly to vendors may be made upon the displacee's written request.

All replacement housing payments will have the displacee's SSN and the appropriate Address ID Code.

Description:

(As appropriate)

Advance* or Full and final payment for residential moving expenses based on (schedule, actual cost) move.

(As appropriate)

NOTE: Copy of Residential Move Claim form will be submitted at a later date.

or

ATTACHMENT: Moving Expense Claim dated _____.

All vouchers submitted without an executed claim form are ADVANCE PAYMENTS.

VOUCHER DESCRIPTIONS
BUSINESS MOVING EXPENSES

Name and Address of Payee(s):

Actual Cost Moves and Reestablishment Payments not supported by paid receipts must be made payable jointly to the displacee and the vendor. (Excluded are self moves and reestablishment payments made for increased operating costs.) In Lieu Payments are made directly to the displacee.

All replacement housing payments will have the displacee's SSN and the appropriate Address ID Code.

Description:

(As appropriate)

Advance* or Full and final payment for business moving expenses based on (actual costs/reestablishment expenses/commercial move/lower of two bids/in lieu move.)

(FARM/BUSINESS)-(OWNER/TENANT)

(As appropriate)

NOTE: Executed Business Move Claim form will be submitted at a later date.
or
ATTACHMENT: Copy of Moving Expense Claim dated _____.

All vouchers submitted without an executed claim are ADVANCE PAYMENTS

VOUCHER DESCRIPTIONS

PAYMENT FOR BIDS OR ESTIMATES

Name and Address of Vendor:

Use vendor's name and SSN or TIN. No Address ID Code needed.

Payment for (moving, construction) cost (bid, estimate)
obtained in connection with relocation on Parcel No. _____.

ATTACHMENT: Copy of payee's invoice dated _____.

FUNCTION CODE 136

JUST COMPENSATION OFFER LETTER

Caption

Addressee

Subject: Parcel No(s) _____

Dear _____

State Project No. _____ has been programmed for construction and the property rights bearing Parcel No(s). _____ shown on the project right of way plans are required for construction of the project.

The plans for the project were approved by the Louisiana Department of Transportation and Development in accordance with public announcements. The property rights comprising Parcel No(s). _____ have been valued according to established procedures consistent with legal requirements, and the Just Compensation for the Parcel(s) has been determined to be \$ _____.

The Louisiana Department of Transportation and Development does hereby make a firm offer of \$ _____ for _____ ***. The summary of the offer is attached.

(IF MORE THAN ONE JUST COMPENSATION OFFER LETTER IS BEING PREPARED FOR THE SAME PARCEL(S), (undivided interest owners), THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

A search of the conveyance records of _____ Parish, Louisiana, indicates that you are entitled to _____ of the total offer, and your interest amounts to \$ _____.

(IF AN UNECONOMIC REMAINDER OFFER WILL BE PRESENTED TO THE OWNER, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Should you consider the _____ remainder of your property to be an uneconomic remnant, the Department does hereby offer to purchase all interests in said remainder, together with the required parcel(s) for a total of \$ _____.

(IF AN ADVERSELY IMPACTED OFFER WILL BE PRESENTED TO THE OWNER, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Should you feel that your improvement is adversely impacted by the taking and wish to sell the improvement to the Louisiana Department of Transportation and Development, we offer to purchase the improvement together with the required land for a total of \$ _____.

(IF THE REQUIRED PROPERTY IS SUBJECT TO AN ORAL OR WRITTEN LEASE, THE FOLLOWING PARAGRAPH SHOULD BE INCLUDED):

Our information indicates that the referenced property is subject to an oral or written lease, and the amount of money specified herein represents the total payment to both lessor and lessee, and is apportioned as follows:

Payment to lessor/owner	\$ _____
Payment to lessee	\$ _____
Total	\$ _____

If the above apportionment is not agreeable to both lessor and lessee, and if lessor and lessee cannot resolve their differences, we will expropriate the interest not acquired.

The procedure for determining Just Compensation includes gathering market data in the general area of the project and is based on an appraisal waiver estimate of value, or one or more appraisals made by qualified and competent Appraisers.

Our representatives who meet with you will freely discuss with you any questions you have concerning the project requirements. For any commitments and/or agreements to be considered as valid and binding upon the Department, such commitments and/or agreements must be set forth in writing.

Should the proposal not be acceptable, the Department will have no alternative other than to acquire the property rights through expropriation in accordance with applicable State law.

Yours very truly,

(name and title)

(THE CERTIFICATION BELOW GOES ON THE COPIES ONLY - NOT ON THE ORIGINAL GOING TO THE OWNER)

This is to certify that I have this day delivered to the addressee the original of this letter together with the Louisiana Department of Transportation and Development's Brochure "Acquisition of Right of Way and Relocation Assistance."

(name and title)

(date)

*FOR FULL OWNERSHIP, RIGHT OF WAY DEED, OR ACCESS RIGHTS:
"the purchase of all interests in Parcel No(s). _____ free and clear of all mortgages, judgments, liens or other encumbrances, including payment of pro-rata taxes, if applicable"

*FOR SERVITUDE OF DRAIN:
"the use of Parcel No(s). _____ on a permanent basis for drainage purposes"

*FOR CONSTRUCTION SERVITUDE:
"the use of Parcel No(s). _____ on a rental basis during construction of the project"

ACT OF SALE

STATE PROJECT NO. _____

PARCEL NO(S). _____

S A L E

STATE OF LOUISIANA:

PARISH OF _____:

For the price and on the terms and conditions hereinafter set forth, (I OR WE)
 (Insert S.S. No. or Federal I.D. No. after name) , being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the Department of Transportation and Development of the State of Louisiana, herein represented by JAMES M. DOUSAY of said Department of Transportation and Development, authorized herein by Policy and Procedure Memorandum No. 44, dated August 24, 1977, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of _____, Louisiana, to-wit:

D E S C R I P T I O N

_____ (___) certain tract(s) or parcel(s) of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, _____* _____, situated in Section(s) _____ Township _____, Range _____, _____** _____ Parish, Louisiana, identified as PARCEL NO(S). _____ as shown on Sheet No(s). _____ of the property map for STATE PROJECT NO. _____, _____ (Complete Caption) _____, LOUISIANA, prepared by _____ (Name and Title) _____, dated _____ (Revision date also) _____, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

*THIS BLANK WILL BE MUNICIPAL ADDRESS, LOT NUMBER, BLOCK NUMBER, OR OTHER KNOWN SUBDIVISION REFERENCES.

**THIS BLANK WILL REFER TO THE LAND DISTRICT (SUCH AS "GREENSBURG LAND DISTRICT") IF SUCH REFERENCE IS GIVEN ON THE RIGHT OF WAY MAP, AS WELL AS THE PARISH IN WHICH THE PROPERTY IS LOCATED.

DESCRIPTION PAGE FOR ACT OF SALE

The description of the property should be adequate and in accordance with the plans. It should also include a paragraph describing the recordation data of the acquisition documents through which the property was acquired by the Vendor.

- CLAUSES FOR INSERTION IN PROPERTY DESCRIPTION OF SALE IF THERE ARE CONSTRUCTION SERVITUDE PARCELS. *The 1st paragraph goes before the parcel description(s) and the 2nd paragraph goes after the parcel descriptions(s), but before the acquisition data paragraph.*

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department _____ (____) temporary construction servitude(s) on, over and across Vendor's property to accommodate construction of the said State Project No. _____, and which temporary construction servitude(s) _____ (is or are) _____ described as follows:

It is understood and agreed by all parties that the Department's rights to the use of the above described temporary construction servitude(s) shall terminate upon the date of completion and final acceptance of State Project No. _____, and the property traversed thereby shall be left free of construction scars.

- CLAUSES FOR INSERTION IN PROPERTY DESCRIPTION OF SALE IF THERE ARE DRAINAGE SERVITUDE PARCELS. *The 1st paragraph goes before the parcel description(s) and the 2nd paragraph goes after the parcel descriptions(s), but before the acquisition data paragraph.*

Also included in this present sale and conveyance _____ (is or are) _____, _____ (____) drainage servitude(s) on, over, and across Vendor's property to accommodate proper drainage for said State Project No. _____, and which drainage servitude(s) _____ (is or are) _____ described as follows:

The earth material excavated from said drainage servitude(s) shall be used in the construction of the highway embankment or disposed of as directed by the Department.

- CLAUSE FOR INSERTION IN PROPERTY DESCRIPTION OF SALE IF VENDOR IS CONVEYING UNECONOMIC REMAINDER PARCEL(S).

Also included in this present sale and conveyance is the _____ (direction) _____ remainder of Vendor's property which has been determined to be uneconomic and which for the purpose of property identification is assigned the Parcel No(s). UR _____ (which is not so identified on the Right of Way Plans) and being all of Vendor's property acquired under Act below recited, less and except Parcel No(s). _____ above described; and such remainder being described as follows:

BASIC CONSIDERATION PAGE FOR ACT OF SALE

This sale and conveyance is made for and in consideration of the price and sum of _____* (\$_____) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described, it is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.

** (AMOUNT IN WORDS AND NUMBERS [EXAMPLE: FIVE THOUSAND THREE HUNDRED AND NO/100 (\$5,300.00) DOLLARS]*

OPTIONAL CLAUSES FOR USE IN CONSIDERATION PAGES

- **CLAUSE IF PROJECT IS A CONTROLLED ACCESS FACILITY**

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

- **CLAUSE IF PARCEL IS FOR SIGHT CLEARANCE PURPOSES**

The Vendor acknowledges by these presents that a portion or portions of the hereinabove described property is being acquired for sight clearance purposes and that no direct access shall be permitted to and from the adjacent property across that portion or portions of property designated for sight clearance purposes on the construction plans for said project, and this provision shall be binding upon the said Vendor, his heirs, successors, and assigns forever.

- **CLAUSE FOR USE IF THERE ARE CONSTRUCTION SERVITUDE PARCELS**

The temporary construction servitude(s) hereby granted shall be for a term of _____ (____) years at _____ (\$ _____) DOLLARS per year and shall commence upon the date a Work Order is issued to the contractor, for construction of the respective construction project for which the servitude(s) _____ (is or are) _____ required. Should the above recited term not be sufficient to complete construction activities, the Vendor grants to the Department the option to extend the servitude(s) for an additional _____ (____) year(s) at the same terms, conditions and rental as herein specified. This extension shall be automatic and without additional compensation unless Vendor notifies the Department.

- **CLAUSE FOR USE IN CASES OF ADMINISTRATIVE SETTLEMENTS**

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

- **CLAUSES FOR USE IF THERE ARE IMPROVEMENTS IN THE TAKING**

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's _____ together with the appurtenances thereto.

There is specifically included in the above recited consideration the value of all merchantable timber located on the hereinabove described property.

There is specifically included in the above recited consideration the value of all lignite coal located below the hereinabove described property.

- **CLAUSES FOR REPLACING FENCES, DRIVEWAYS, ETC.**

The Contractor shall construct _____ approaches within the limits of the property herein conveyed, from the roadway to the Vendor's remaining property to the _____ of the centerline opposite approximate Highway Survey Station(s) _____.

The Contractor shall construct a new standard _____ fence along the limits of the property herein conveyed to the _____ of the centerline between approximate Highway Survey Station _____ and approximate Highway Survey Station _____.

The Contractor shall remove Vendor's _____ fence from within the limits of the property herein conveyed, and shall rebuild same along the limits of said property, to the _____ of the centerline between approximate Highway Survey Station _____ and approximate Highway Survey Station _____.

The Contractor shall construct a new cattle guard on the limits of the property herein conveyed, to the _____ of the centerline opposite approximate Highway Survey Station(s) _____.

The Contractor shall remove the cattle guard from within the limits of the property herein conveyed, and shall relocate said cattle guard along the limits of said property, to the _____ of the centerline opposite approximate Highway Survey Station(s) _____, and shall use whatever new material necessary, of the same kind and character of said existing cattle guard, to leave said cattle guard after relocating in as good or better condition than now exists.

The Contractor is hereby authorized to enter upon Vendor's property beyond the limits of the property herein conveyed for the purpose of constructing _____* adjacent to and immediately adjoining the limits of the herein conveyed property to the _____ of the centerline between approximate Highway Survey Station _____ and approximate Highway Survey Station _____ to replace Vendor's existing _____ absorbed within the limits of said property.

* *HEADLANDS, SINGLE OR DOUBLE LINE RICE LEVEE, OR IRRIGATION CANAL*

- **CLAUSE FOR SUGARCANE IN RIGHT OF WAY**

The Department hereby binds and obligates itself to pay Vendor and/or Intervenor by separate Sugar Cane Agreement for the loss of that portion of Vendor's existing sugar cane crop destroyed during highway construction within the limits of the property herein conveyed and also within areas to be utilized for the construction of new headlands on the basis of the appraised value of _____. It is agreed however, that should construction not commence for a length of time sufficient to allow harvesting of the final crop and should Vendor herein elect to replant the area with plant cane, no payment will be made for such plant cane or any of its succeeding crops. It is also understood that Vendor herein shall be permitted to continue use of the property herein conveyed for the limited purpose of growing the existing crop or any of its succeeding yields, including the use of the headlands until the Department requires the property herein conveyed for actual construction of the highway project, but it is expressly understood that the Department in no way warrants or insures the fitness of the property and in no way assumes responsibility for any acts performed thereon.

- **CLAUSE FOR IRRIGATION SYSTEMS IN RIGHT OF WAY**

The Department agrees not to disturb Vendor's irrigation systems during the period between March 1st and October 15 of any year to the extent of interfering with the proper operation of the systems, and should the Department deem it necessary to effect, during said period, the relocation and/or alteration of Vendor's irrigation facilities, Department binds and obligates itself unto Vendor to provide at Department's expense, an alternate or temporary adequate and proper provision for the continued and uninterrupted operation of said facilities during such relocation and/or alteration; it being understood and agreed that such alternate or temporary method shall not be undertaken by the Department, its Agents, Employees and/or Contractors without first having obtained Vendor's approval of the method of so providing for the continued and uninterrupted operation of said irrigation system.

- **CLAUSE IF VENDOR WILL RETAIN A MINOR IMPROVEMENT.** *(If the improvement being retained is major (residence, building, etc.), use the "RETENTION CONSIDERATION PAGE FOR ACT OF SALE".)*

As part of the consideration above recited Vendor agree(s) to retain, remove and relocate the _____ outside the required right of way and to relieve, release and hold harmless the Department from any liability in connection therewith; said _____ to be removed within thirty (30) days from the date hereof and failure to so remove same within thirty (30) days will result in the _____ becoming the property of the Department, to be demolished, removed or relocated at the Department's election without any liability to Vendor therefor.

- **CLAUSE FOR SIGN OWNED BY OTHER THAN VENDOR**

Vendor declares that located wholly or partially on the hereinabove described property is a sign described as follows:

SIZE	STYLE	LEGEND
_____	_____	_____

Vendor does hereby declare that he is not the owner of the said sign, claims no ownership rights thereto, and declares the said sign is owned by _____.

- **CLAUSE FOR ADVERSELY IMPACTED IMPROVEMENT PURCHASED WITHOUT PURCHASING THE LAND ON WHICH IT IS LOCATED**

Also included in this present sale and conveyance is the _____ located on the remainder of the hereinabove described Parcel No. _____, which improvement has been determined to be adversely impacted by the project. The Department, its agents, engineers, successors and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing said improvement.

- **CLAUSE FOR ALLOWING DOTD TO ENTER REMAINDER IF PART OF IMPROVEMENT IS ON REMAINDER**

The Department, its agents, engineers, successors, and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing that portion of the _____ which lies on said remainder.

- **CLAUSE IF THERE ARE UNDERGROUND STORAGE TANKS IN THE TAKING**

Vendor, in further consideration of the above amount recited in this document, hereby agrees to hold the Department harmless for any costs, expenses or attorney fees in the event of the necessity of any further removal of underground storage tank(s) not acquired by the Department in this document, and for any future removal of hazardous and/or harmful waste from the property herein acquired by the Department, and further understands that no reduction in the consideration for this Act of Transfer has been made in anticipation of the cleaning or removal of hazardous and/or harmful waste from the property subject of this sale.

- **CLAUSES FOR USE IF A PORTION OF THE CONSIDERATION IS FOR DAMAGES**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of _____ (\$_____) DOLLARS, the amount of _____ (\$_____) DOLLARS constitutes full and final payment for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the transportation improvement thereon.

- **CLAUSE FOR COST TO CURE FOR ITEMS OUTSIDE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of _____ (\$_____) DOLLARS, the amount of _____ (\$_____) DOLLARS constitutes full and final payment for labor and materials to _____ (description of the cost to cure) and for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the highway improvement thereon.

- **CLAUSE FOR COST TO CURE WHERE PART OF IMPROVEMENT IS LOCATED WITHIN THE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of _____ (\$_____) DOLLARS, the amount of _____ (\$_____) DOLLARS constitutes full and final payment for labor and materials to _____ (description of the

cost to cure) _____. The removal of the _____ by Vendor shall be completed within _____ (____) days from receipt of payment of the above recited consideration. Failure of Vendor to so remove said _____ within the aforesaid period of time will result in the Department removing said _____ in any manner deemed expedient, without recourse to Vendor even as to salvage. Further, in the event of such failure, Vendor hereby agrees and grants the Department the right to enter on the remainder of the property herein conveyed for the purposes of said removal, and Vendor shall be liable unto the Department for any and all costs incurred by the Department in connection therewith.

- **CLAUSES FOR USE IF THERE ARE INTERVENORS**

NOW UNTO THESE PRESENTS comes _____, a _____ Corporation, duly authorized to do business in the State of Louisiana, represented herein by _____ its _____, duly authorized to act herein by virtue of a Resolution dated _____, a copy of which is attached hereto and made a part hereof, appearing herein by virtue of Lease recorded _____ (date) _____, in _____ (COB, Page, etc.) _____, of the official records of _____ Parish, Louisiana, who declares that said corporation does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

NOW UNTO THESE PRESENTS comes _____, appearing herein by virtue of _____, who declares that _____ does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

- **CLAUSE IF ENTIRE CONSIDERATION BEING PAID TO VENDOR**

Intervenor herein does hereby authorize the Department to pay over unto the said Vendor the consideration as herein stipulated.

- **CLAUSE IF CONSIDERATION BEING PAID TO PERSON HAVING USUFRUCT**

The parties hereto agree and authorize the Department to pay over unto _____ the consideration as herein stipulated in accordance with the right of usufruct obtained in _____, recorded _____ (date) _____, in _____ (COB, Page, etc.) _____ of the official records of _____ Parish, Louisiana

- **CLAUSE IF PART OF CONSIDERATION WILL BE PAID TO VENDOR, AND PART TO INTERVENOR**

It is understood and agreed by and between the parties hereto that of the above recited consideration of _____ (\$_____) DOLLARS, the amount of _____ (\$_____) DOLLARS will be made payable to Vendor; and the amount of _____ (\$_____) DOLLARS will be made payable to _____ as full and final payment for the _____ located on Parcel No(s). _____.

RETENTION CONSIDERATION PAGE FOR ACT OF SALE

This sale and conveyance is made for and in consideration of the price and sum of _____(\$_____) DOLLARS, which price Department hereby binds and obligates itself to pay to the Vendor upon the approval by Department of Vendor's good and unencumbered title to the hereinabove described property.

The Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for transportation purposes.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's _____ and all appurtenances thereto.

It is understood and agreed that of the above described improvements the Vendor shall retain the following: _____, and as a part of the consideration of said retention, the Vendor hereby binds and obligates himself to furnish all labor and materials and to remove to ground level all improvements and appurtenances retained by Vendor from the property herein conveyed within thirty (30) days after receipt of the consideration hereinabove stated. In the event the improvements are tenant occupied the Vendor, and Vendor's successors, heirs and assigns shall not require the tenant-occupant to vacate until authorized to do so by the Department.

Vendor further binds and obligates himself to move the improvement acquired and retained herein in accordance with the following requirements:

1. After being moved, the improvement must meet all local zoning, health, and fire codes and must meet decent, safe and sanitary requirements as set forth in the Relocation Assistance Procedures.
2. The improvement will be set back an adequate and safe distance from any roadway, which distance must meet minimum zoning and health regulations and must meet local ordinances or subdivision restrictions. In the absence of regulations, ordinances or restrictions, the improvement must be set back at least fifty (50) feet from the new right of way line or the existing right of way line, if being moved to a new location.

Upon failure of the Vendor to effect the removal of these improvements and appurtenances within the said period of time, the improvements and appurtenances shall become the property of the Department to be disposed of as directed by the Department, without recourse to the Vendor even as to salvage, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with such disposal.

The Vendor shall remove each item, including all appurtenances, down to ground level. Concrete slabs and other foundation material below ground level may be left in place. The removal shall include all wiring, plumbing and accessories above the ground which are attached to or a part of a building; all sheds; garages; outhouses; and other appurtenances; except that while fences, shrubs, plants and other growth are classified as accessories, their removal shall be optional. After removal, the site shall be left in a condition satisfactory to the Department.

The Vendor shall observe all rules and regulations of the State Board of Health, and of all local health officials, and must take such precautions as are necessary to avoid unhealthy conditions.

The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful removal of the buildings and appurtenances.

The Vendor shall save harmless the Department and all its representatives from all suits, actions, or claim of any character brought on account of any damages sustained by any person or property in consequence of any neglect in safeguarding the work.

The Vendor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the right of way on which the buildings and appurtenances are located and shall use every precaution to prevent damage or injury thereto. He shall use suitable precaution necessary to protect carefully from disturbances or damage all land monuments and property or right of way markers until an authorized agent has witnessed, or otherwise referenced, their locations, and shall not remove them until directed. The Vendor shall not injure or destroy trees or shrubs nor remove or cut them without proper authority.

The Vendor shall be responsible for any damage done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or on account of defective work or material, and he shall restore at his own expense, such property to a condition similar or equal to that existing before damage was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

Upon the failure of the Vendor to remove all debris from the site after the removal of the said improvements and appurtenances, the Department is hereby authorized to remove the debris and leave the site in a sightly condition in any manner deemed expedient by the Department, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with the removal of said debris.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described; it is specifically understood, however, that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under said area.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

ANY OPTIONAL CLAUSES FROM THE REGULAR CONSIDERATION PAGE MUST BE ADDED TO THE RETENTION CONSIDERATION PAGE